

EXHIBIT 3

Raghu, Jamie

From: Wukoson, George
Sent: Monday, October 12, 2015 6:16 PM
To: 'cs@clear-ddos.com'; 'support@clear-ddos.com'
Cc: Koonce, Lance
Subject: Preliminary Injunction Order, China Central Television, et al. v. Create New Technology HK Limited, et al., Civil Action No. 15-cv-01869 (MMM)(AJW)
Attachments: 2015.10.12 Koonce letter to ClearDDoS and exhibits.pdf; Exhibit 2 to ClearDDOS letter.docx

To Whom it May Concern,

Please see the attached correspondence and Word version of Exhibit 2.

Sincerely,

George Wukoson | Davis Wright Tremaine LLP

1633 Broadway, 27th Floor | New York, NY 10019

Tel: (212) 603-6479 | Fax: (212) 489-8340

Email: george.wukoson@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | [New York](#) | Portland | San Francisco | Seattle | Shanghai | Washington, D.C.



27th Floor
1633 Broadway
New York, NY 10019-6708

Lance Koonce
(212) 489-6467 tel
(212) 489-8340 fax

lancekoonce@dwt.dcom

October 12, 2015

Via Fed Ex and Email

ClearDDoS Technologies
215-5625 Senlac Street
Vancouver, BC V5R 6G8
Canada
Tel: +1 604-639-7533

14/F., Kowloon Building,
555 Nathan Road, Mongkok, Kowloon,
Hong Kong
Tel: +1 604-639-7533

cs@clear-ddos.com
support@clear-ddos.com

Re: Preliminary Injunction Order,
China Central Television, et al. v. Create New Technology HK Limited, et al.,
Federal District Court for the C.D. Cal. Civil Action No. 15-cv-01869 (MMM)(AJW)

To Whom It May Concern:

We are litigation counsel for China Central Television, China International Communications Co., Ltd., TVB Holdings (USA), Inc., and DISH Network L.L.C. in a copyright infringement lawsuit entitled *China Central Television, et al. v. Create New Technology (HK) Limited, et al.*, 15-cv-01869 (the “TVpad Copyright Infringement Lawsuit”). We are writing to place you on notice of a Preliminary Injunction Order that was issued by the court in the TVpad Copyright Infringement Lawsuit, **and to demand that pursuant to the terms of the Preliminary Injunction Order ClearDDoS Technologies immediately cease providing web, server and file hosting services to the Enjoined Parties.**

The TVpad Copyright Infringement Lawsuit concerns massive infringement by Create New Technology (HK) Limited (“CNT”), which manufactures the TVpad set-top box, of our clients’ exclusive rights in the United States to publicly perform and distribute copyrighted

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television programming that originally airs on CCTV and TVB television channels in China and Hong Kong. Specifically, applications on the TVpad device (the “Infringing TVpad Apps”) illegally stream copyrighted CCTV and TVB television programs from China to TVpad users in the United States.

The Federal District Court in the TVpad Copyright Infringement Lawsuit has issued a Preliminary Injunction Order dated June 11, 2015 [Doc. No. 98], which is enclosed with this letter as Exhibit 1.

In the Preliminary Injunction Order, the Court specifically orders that CNT, and its “parents, subsidiaries, affiliates, officers, agents, servants, employees, and those persons or entities acting in active concert or participation with [CNT] who receive actual notice of this order (collectively, the ‘Enjoined Parties’) are preliminarily enjoined from,” among other things:

- a. “Transmitting, retransmitting, streaming, or otherwise publicly performing, directly or indirectly, by means of any device or process, Plaintiffs’ Copyrighted Programming”;
- b. “Authorizing, hosting, reproducing, downloading or otherwise distributing the Infringing TVpad Apps, including without limitation offering them in the TVpad Store, loading them onto TVpad devices, or providing them to consumers on separate media.”

Preliminary Injunction Order p. 2, ¶ 2(a)-(b).

The Preliminary Injunction Order also directs that third parties who provide web, server and file hosting services to any of the Enjoined Parties in connection with infringing activities must upon receiving notice of the Order immediately cease providing such hosting services:

“Pending final resolution of the [TVpad Copyright Infringement Lawsuit], third parties providing web, server and file hosting services used by any of the Enjoined Parties in connection with the activities enjoined in Paragraphs 2(a) and 2(b), including, but not limited to, the third parties providing hosting services for the Internet servers identified in Exhibit D hereto, and who receive actual notice of this order, are preliminarily enjoined from providing such hosting services to any Enjoined Party in connection with the activities enjoined in Paragraphs 2(a) and 2(b).”

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Preliminary Injunction Order p. 3, ¶ 4. **The Preliminary Injunction Order further states that “[v]iolation of this injunction will expose Defendants and all other persons bound by the injunction to all penalties, including contempt of Court.”** *Id.* ¶4.

As listed in Exhibit 2 to this letter, we have ascertained that Enjoined Parties have used and/or are currently using ClearDDoS Technologies servers in connection with infringing activities. **Accordingly, pursuant to the Preliminary Injunction Order, please promptly cease providing hosting services to the Enjoined Parties in connection with their infringing activities. Specifically, the Preliminary Injunction Order requires that you immediately stop providing hosting services to any and all accounts identified by IP address and date of detection in Exhibit 2, and that you immediately stop providing hosting services to any other accounts held by Enjoined Parties that are used for their infringing activities.**

Please provide us with written confirmation that you have ceased providing hosting services to all Enjoined Parties. Please do not hesitate to contact us to discuss if you have any questions. Thank you for your cooperation.

Sincerely,

Davis Wright Tremaine LLP



Lance Koonce

Exhibit 1

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHINA CENTRAL TELEVISION, a China company; CHINA INTERNATIONAL COMMUNICATIONS CO., LTD., a China company; TVB HOLDINGS (USA), INC., a California corporation; and DISH NETWORK L.L.C., a Colorado limited liability company.

} CASE NO.
} CV 15-01869 MMM (AJWx)

PRELIMINARY INJUNCTION

CREATE NEW TECHNOLOGY (HK) LIMITED, a Hong Kong company; HUA YANG INTERNATIONAL TECHNOLOGY LTD., a Hong Kong company; SHENZHEN GREATVISION NETWORK TECHNOLOGY CO. LTD., a China company; CLUB TVPAD, INC., a California corporation; BENNETT WONG, an individual; ASHA MEDIA GROUP INC. d/b/a TVPAD.COM, a Florida corporation; AMIT BHALLA, an individual; NEWTVPAD LTD CO. a/k/a TVPAD USA, a Texas corporation; LIANGZHONG ZHOU, an individual; HONGHUI CHEN d/b/a e-Digital, an individual; JOHN DOE 1 d/b/a BETV; JOHN DOE 2 d/b/a YUE HAI; JOHN DOE 3 d/b/a 516; JOHN DOE 4 d/b/a HITV; JOHN DOE 5 d/b/a GANG YUE; JOHN DOE 6 d/b/a SPORT ONLINE; JOHN DOE 7 d/b/a GANG TAI WU XIA; and JOHN DOES 8-10,

Defendants.

1 This matter came on before the Court on June 8, 2015 on a motion for a
2 preliminary injunction filed by Plaintiffs China Central Television, China
3 International Communications Co., Ltd., TVB Holdings (USA), Inc., and DISH
4 Network L.L.C. (collectively, “Plaintiffs”). Pursuant to Local Rule 7-9, any
5 opposition to Plaintiffs’ motion had to have been filed and served no later than May
6 18, 2015. No opposition was timely filed, nor has any been filed since May 18. On
7 June 8, 2015, the court made findings of fact and conclusions of law, concluding that
8 plaintiffs had demonstrated a likelihood of success on the merits of its claims and a
9 likelihood that they will suffer irreparable harm if an injunction does not issue. A
10 copy of the court’s June 11, 2015 order is attached hereto as **Exhibit A**, and
11 incorporated herein as though fully set forth.

12 Based on the findings of fact and conclusions of law, the court orders:

13 As terms are used herein, the following definitions shall apply:

- 14 a. “Plaintiffs’ Copyrighted Programming” means each of those
15 broadcast television programming works, or portions thereof,
16 whether now in existence or later created, in which the plaintiffs, or
17 any of them (or any parent, subsidiary, or affiliate of any of the
18 plaintiffs), owns or controls an exclusive right under the United
19 States Copyright Act, 17 U.S.C. §§ 101 et seq., including without
20 limitation all programs identified in **Exhibit B** hereto;
- 21 b. “TVpad Device” means the television set-top devices marketed as
22 TVpad3 and TVpad4, and any other set-top devices that offer the
23 Infringing TVpad Apps (as defined in Paragraph 1(e) below) for
24 download;
- 25 c. “TVpad Store” means any combination of software and/or services
26 through which users can select and download software applications
27 onto the TVpad Device;

- d. “TVpad Apps” means software applications and associated services that are designed for use on the TVpad Device and available for download through the TVpad Store;
- e. “Infringing TVpad Apps” means any TVpad App through which Plaintiffs’ Copyrighted Programming is publicly performed without authorization by transmission to members of the public, including but not limited to the TVpad Apps identified in **Exhibit C** hereto; and

2. Pending final resolution of the action, defendants Create New Technology (HK) Limited, Asha Media Group Inc. and ClubTVpad, Inc. (collectively “defendants”) and all of their parents, subsidiaries, affiliates, officers, agents, servants, employees, and those persons or entities acting in active concert or participation with them who receive actual notice of this order (collectively, the “Enjoined Parties”) are preliminarily enjoined from:

- a. Transmitting, retransmitting, streaming, or otherwise publicly performing, directly or indirectly, by means of any device or process, Plaintiffs' Copyrighted Programming;
- b. Authorizing, hosting, reproducing, downloading or otherwise distributing the Infringing TVpad Apps, including, without limitation, offering them in the TVpad Store, loading them onto TVpad devices, or providing them to consumers on separate media;
- c. Advertising, displaying, marketing or otherwise promoting any of the Infringing TVpad Apps, including, without limitation, publicly displaying any of the Plaintiffs' Copyrighted Programming in connection therewith or in connection with the TVpad Device;
- d. Distributing, advertising, marketing or promoting any TVpad device that contains, connects to, or offers for download any Infringing

1 TVpad App, or promotes any Infringing TVpad App through the
2 inclusion of icons for said Infringing TVpad App;

3 e. Otherwise infringing Plaintiffs' rights in their Copyrighted
4 Programming, whether directly, contributorily, vicariously or in any
5 other manner.

6 3. Pending final resolution of the action, the Enjoined Parties shall identify
7 all domain names and IP addresses and the physical locations of all servers owned,
8 leased or operated by any of the Enjoined Parties that are used in connection with
9 the activities enjoined in Paragraphs 2(a) and 2(b) above.

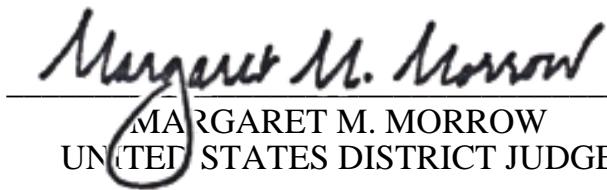
10 4. Pending final resolution of the action, third parties providing web,
11 server and file hosting services used by any of the Enjoined Parties in connection
12 with the activities enjoined in Paragraphs 2(a) and 2(b), including, but not limited to,
13 the third parties providing hosting services for the Internet servers identified in
14 **Exhibit D** hereto, and who receive actual notice of this order, are preliminarily
15 enjoined from providing such hosting services to any Enjoined Party in connection
16 with the activities enjoined in Paragraphs 2(a) and 2(b). Violation of this injunction
17 will expose defendants and all other persons bound by the injunction to all
18 applicable penalties, including contempt of court.

19 5. Because plaintiffs have shown a likelihood of success on the merits and
20 the preliminary injunction merely preserves the status quo ante, no security shall be
21 required.

22 6. Within 10 days of the date the court enters this preliminary injunction,
23 defendants shall file and serve a report in writing and under oath setting forth in
24 detail the manner and form in which they have complied with the injunction.

1 7. Nothing herein shall restrict plaintiffs' ability to seek permanent
2 injunctive relief broader in scope than this preliminary injunction.

3 Date: June 11, 2015

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5 MARGARET M. MORROW
6 UNITED STATES DISTRICT JUDGE

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5 UNITED STATES DISTRICT COURT
6 CENTRAL DISTRICT OF CALIFORNIA
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10 CHINA CENTRAL TELEVISION, a China) CASE NO. CV 15-01869 MMM (MRWx)
11 company; CHINA INTERNATIONAL)
12 COMMUNICATIONS CO., LTD., a China)
13 company; TVB HOLDINGS (USA), INC., a)
14 California corporation; and DISH NETWORK)
15 L.L.C., a Colorado corporation,)
16) FINDINGS OF FACT AND
17) CONCLUSIONS OF LAW SUPPORTING
18) ENTRY OF PRELIMINARY
19) INJUNCTION
20 Plaintiffs,)
21 vs.)
22 CREATE NEW TECHNOLOGY (HK))
23 LIMITED, a Hong Kong company; HUA YANG)
24 INTERNATIONAL TECHNOLOGY LIMITED,)
25 a Hong Kong company; SHENZHEN)
GREATVISION NETWORK TECHNOLOGY)
CO. LTD., a China company; CLUB TVPAD,)
INC., a California corporation; BENNETT)
WONG, an individual, ASHA MEDIA GROUP)
INC. d/b/a TVPAD.COM, a Florida corporation;)
AMIT BHALLA, an individual; NEWTPAD)
LTD. COMPANY d/b/a NEWTPAD.COM)
a/k/a TVPAD USA, a Texas corporation;)
LIANGZHONG ZHOU, an individual;)
HONGHUI CHEN d/b/a E-DIGITAL, an)
individual; JOHN DOE 1 d/b/a BETV; JOHN)
DOE 2 d/b/a YUE HAI; JOHN DOE 3 d/b/a 516;)
JOHN DOE 4 d/b/a HITV; JOHN DOE 5 d/b/a)
GANG YUE; JOHN DOE 6 d/b/a SPORT)
ONLINE; JOHN DOE 7 d/b/a GANG TAI WU)
XIA; and JOHN DOES 8-10,)
Defendants.)

1 On March 13, 2015, plaintiffs China Central Television (“CCTV”), China International
2 Communications Co., Ltd. (“CICC”), TVB Holdings (USA), Inc. (“TVB USA”), and DISH
3 Network L.L.C. (“DISH”) (collectively, “plaintiffs”) filed this copyright infringement action
4 against Create New Technology HK Limited (“CNT”), Hua Yang International Technology
5 Limited (“Hua Yang”), Shenzhen GreatVision Network Technology Co., Ltd. (“GreatVision”),
6 Club TVpad, Inc. (“Club TVpad”), Bennett Wong, Asha Media Group (“AMG”), Amit Bhalla,
7 newTVpad Ltd. Company (“newTVpad”), Liangzhong Zhou, Honghui Chen, and various
8 fictitious defendants.¹ Three days later, plaintiffs filed a motion for preliminary injunction
9 against CNT, Club TVpad, and AMG (collectively, “defendants”).² None of these defendants
10 has opposed the motion.³

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12 **I. FINDINGS OF FACT**

13 **A. The Parties**

14 1. CCTV and Television Broadcasts Limited (“TVB”) are television broadcasters in
15 mainland China and Hong Kong, respectively. Through affiliates, CCTV and TVB license

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20 ¹ Complaint, Docket No. 1 (Mar. 13, 2015).

21 ² Notice of Motion and Motion for Preliminary Injunction (“Motion”), Docket No. 23
(Mar. 16, 2015).

22 ³ CNT was served with the summons and complaint on March 18, 2015. AMG was
23 served on March 19, and Club TVpad was served on March 20. (See Proof of Service on
Create New Technology, Docket No. 38 (March 24, 2015); Proof of Service on Asha Media
Group, Docket No. 42 (Mar. 27, 2015); Proof of Service on Club TVpad, Docket No. 44 (Mar.
27, 2015).) Plaintiffs served a copy of their motion for preliminary injunction on CNT, Club
TVpad, and AMG on March 18, 2015. (See Proof of Service Re: Motion for Preliminary
Injunction, Docket No. 33 (Mar. 18, 2015).) CNT has not appeared and has had its default
entered. (See Minutes (In Chambers) Order Granting Plaintiffs’ Requests for Entry of the
Default, Docket No. 87 (May 28, 2015); Default by Clerk Entered As To Hua Yang and Create
New Technology, Docket No. 88 (May 28, 2015).) AMG and Club TVpad have each answered
the complaint. (See Answer to Complaint by Asha Media Group, Docket No. 58 (Apr. 23,
2015); Answer to Complaint by Club TVpad, Inc., Docket No. 72 (May 11, 2015).)

1 copyrighted television programming for retransmission in the U.S. via authorized satellite,
2 cable, and other television service providers (“Authorized U.S. Providers”).⁴

3 2. CICC is a CCTV affiliate that licenses Authorized U.S. Providers to broadcast
4 CCTV’s “Great Wall” package of channels to paying U.S. subscribers. Although CICC
5 licenses certain satellite and cable retransmission rights, CCTV retains and owns the exclusive
6 right to transmit CCTV programming in the United States over the internet.⁵

7 3. TVB USA is a wholly owned indirect subsidiary of TVB and distributes and
8 licenses TVB programming in the United States. TVB owns and maintains the exclusive right
9 to transmit TVB programming in the United States via Internet Protocol Television (“IPTV”)
10 and Over-the-Top (“OTT”) in video-on-demand format.⁶

11 4. “IPTV” is the electronic delivery of video programming via internet protocol
12 over a service provider’s infrastructure – such as AT&T’s “U-verse.” “OTT” is the delivery of
13 video programming using an internet connection that is not owned, managed, or operated by
14 the party delivering the programming – i.e., Netflix.⁷

15 5. DISH is a television service provider that delivers television services to
16 subscribers through satellite and internet platforms. DISH is a licensee of both CCTV and
17 TVB; pursuant to the licensing agreements, DISH owns the exclusive right to transmit certain
18 CCTV and TVB programming in the United States via satellite, and certain TVB programming
19 via OTT, except in video-on-demand format.⁸

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⁴ Compendium of Evidence In Support of Motion for Preliminary Injunction – Volume I
23 (“Comp. Vol. I”), Docket No. 23-1 (Mar. 16, 2015), Declaration of Samuel P. Tsang (“Tsang
Decl.”), ¶¶ 3-4, 11; Comp. Vol. I, Declaration of Chunguang Lu (“Lu Decl.”), ¶¶ 3-5, 9.

24 ⁵ Lu Decl., ¶¶ 5, 10-11.

25 ⁶ Tsang Decl., ¶¶ 3-4, 9, 11.

26 ⁷ *Id.*, ¶ 9.

27 ⁸ Comp. Vol. I, Declaration of Christopher Kuelling (“Kuelling Decl.”), ¶¶ 5-6, 9; Lu
28 Decl., ¶¶ 12-13; Tsang Decl., ¶ 12.

1 6. CNT is a Hong Kong company that manufactures the “TVpad” device – a set-top
2 box that delivers streaming television programming from Asia to customers in the United States
3 over the internet without requiring customers to pay subscription fees to an authorized
4 provider.⁹

5 7. CNT offers TVpads for sale to consumers throughout the United States –
6 including within the Central District – through its website, www.itvpad.com, and through U.S.
7 distributors. CNT’s latest model of the TVpad, the TVpad4, is sold at retail for \$299.00.¹⁰

8 8. Club TVpad is a California corporation based in Hayward, California. Club
9 TVpad operates an interactive website on which it offers TVpads for sale to California
10 consumers. Corporate records identify Wong as Club TVpad’s officer and agent for service of
11 process.¹¹

12 9. AMG is a California corporation that operates an interactive website on which it
13 offers TVpads for sale to California consumers. Corporate records identify Amit Bhalla as
14 president of AMG.¹²

15 **B. Uncontested Facts Regarding Defendants’ Infringement**

16 **1. CNT and the TVpad Infringing Apps**

17 10. Before a TVpad user can access television programming, he or she must
18 download applications from the “TVpad Store” – the store is a primary feature of every TVpad
19 device. Thus, before TVpad users in the United States can access unauthorized CCTV and
20 TVB programming, they must download free apps from the TVpad Store for their devices.¹³

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⁹ Comp. Vol. I, Declaration of Christopher Weil (“Weil Decl.”), ¶¶ 9, 16.

24 ¹⁰ *Id.*, ¶¶ 10-13, 64-71; see also *id.*, Exh. 4.

25 ¹¹ Comp. Vol. I, Declaration of Shuk Kuen “Lily” Lau (“Lau Decl.”), ¶¶ 4-5, 9. See also
26 *id.*, Exhs. 57-78, 62.

27 ¹² *Id.*, ¶¶ 21-24. See also *id.*, Exh. 74.

28 ¹³ Weil Decl., ¶ 26; Comp. Vol. I, Declaration of Nicholas Braak (“Braak Decl.”), ¶¶ 8,
14-16.

11. Plaintiffs' investigators have identified 15 TVpad apps available in the TVpad
2 Store that permit TVpad users in the United States to access unauthorized CCTV and TVB
3 programming ("Infringing TVpad Apps"). The Infringing TVpad Apps are identified in the
4 chart attached hereto as Exhibit A. These Infringing TVpad Apps provide CCTV and TVB
5 programming in four modes: "live" streaming, "time-shifted" streaming, and two forms of
6 video-on-demand streaming.¹⁴

7 12. In late 2014, plaintiffs' investigator observed and recorded 30 CCTV television
8 episodes and 23 TVB television episodes streamed through Infringing TVpad Apps on the
9 TVpad device. A TVB USA executive observed and recorded portions of an additional 406
10 TVB episodes streamed through Infringing TVpad Apps in video-on-demand mode. Each
11 episode recorded by plaintiffs' investigator and the TVB USA executive ("Registered
12 Programs") are registered with the United States Copyright Office. Plaintiffs have not granted
13 anyone a license to stream the Registered Programs over the internet into the United States
14 through the Infringing TVpad Apps.¹⁵

15 13. Before accessing the TVpad Store, users must accept CNT's mandatory terms of
16 service. These terms state, *inter alia*, that CNT reserves the right to "filter, modify, refuse or
17 delete any or all software applications in the TVpad Store," and to "suspend, remove, or disable
18 access to any Products, content, or other materials accessible through the TVpad Store."¹⁶

19 14. CNT solicits new applications for the TVpad Store, announces the release of new
20 applications, and sells different "editions" of its TVpad4 device with unique application
21 collections. CNT has stated that it "has strictly controlled and managed the way to upload apps
22 on TVpad Store[.]"¹⁷

24 ¹⁴ Braak Decl., ¶¶ 16-17, 52; Tsang Decl., ¶ 22.

25 ¹⁵ Braak Decl., ¶¶ 74-76; Tsang Decl., ¶¶ 23, 25-27; *id.*, Exh. 92; Lu Decl., ¶¶ 23-25; *id.*,
Exh. 94; Kuelling Decl., ¶ 14.

26 ¹⁶ Braak Decl., ¶¶ 29-30; *id.*, Exh. 47 at ¶¶ 3.8 and 3.10.

27 ¹⁷ Weil Decl., ¶¶ 18, 25, 36; *id.*, Exhs. 7, 9-12, 18; Comp. Vol. I, Declaration of George
28 P. Wukoson ("Wukoson Decl."), ¶ 2; *id.*, Exh. 104 at 4.

15. Plaintiffs' investigator performed forensic analysis of the TVpad device and determined that Infringing TVpad Apps in "live" mode stream CCTV and TVB programming through a peer-to-peer network, in which each TVpad user streams video content to large numbers of other users worldwide. Stated differently, each TVpad user not only receives live CCTV and TVB broadcasts, but also simultaneously retransmits those broadcasts to other TVpad users throughout the United States and around the world. CNT is aware of the peer-to-peer streaming feature of the TVpad and has publicly praised the feature.¹⁸

16. According to plaintiffs' investigator, peer-to-peer streaming can only function if an individual initially captures CCTV and TVB broadcast signals in Asia. After the signal is captured, the individual converts the signal into digital data and then streams the data to TVpad users through the peer-to-peer network.¹⁹

17. Plaintiffs' investigator has also determined that Infringing TVpad Apps in "video-on-demand" mode stream CCTV and TVB programs to TVpad users directly from servers in the United States, including servers in Los Angeles.²⁰

18. Data packets received from these servers indicate that recorded video files reside on the servers. Thus, individuals or entities that pirate CCTV and TVB programs from Asia make copies of the programs and stream those copies from servers located in the United States.²¹

19. Forensic analysis has demonstrated that Infringing TVpad Apps in time-shift mode stream CCTV and TVB programming both through the peer-to-peer network and directly from servers in China.²²

¹⁸ Braak Decl., ¶ 10(a), 53-56; *id.*, Exh. 45; Weil Decl., ¶ 19; *id.*, Exh. 9 at 1.

¹⁹ Braak Decl., ¶ 17, 56. Plaintiffs refer to individuals responsible for capturing broadcast signals and converting them into data streamed through peer-to-peer networks as “App Infringers.”

²⁰ *Id.*, ¶¶ 10(b), (d), 60-62; *id.*, Exh. 45

²¹ *Id.*, ¶ 62; *id.*, Exh. 45.

²² Braak Decl., ¶ 10(c), 63.

1 20. CNT promotes its television service, the Infringing TVpad Apps, and the
2 availability of CCTV and TVB programming on the TVpad devices. In some cases, it has
3 falsely represented that the content it delivers has been authorized by CCTV and TVB. CNT
4 solicits new distributors by stating that it provides “[e]xclusive & authorized live content from
5 mainland China/HK/Taiwan”; this statements is displayed next CCTV and TVB logos. CNT
6 has also advertised on its website that the TVpad delivers “massive content from China,
7 Taiwan, and HK.”²³

8 21. CNT places banner advertisements for Infringing TVpad Apps that stream CCTV
9 and TVB programs on the user interface of the TVpad device. It also utilizes categories such as
10 “Live TV,” “VOD,” and “TV Dramas” in the TVpad Store to make it easy for users to locate
11 and download Infringing TVpad Apps.²⁴

12 22. CNT’s blog actively promotes Infringing TVpad Apps. For example, on January
13 8, 2014, CNT stated that the Gang Yue Wang Luo Dian Shi app provides live channels in high
14 definition, and noted that it is “definitely the favorite of those who love to watch TVB.” CNT’s
15 blog post included a screenshot of a TVB program.²⁵

16 23. CNT’s Facebook page regularly promotes the availability of CCTV and TVB
17 television programs through the Infringing TVpad Apps. One post by the TVpad administrator
18 on CNT’s Facebook page encourages users to watch a CCTV documentary and places the CNT
19 logo directly next to programming information for CCTV channels.²⁶

20 24. CNT’s Facebook page includes a promotional video that features icons of
21 Infringing TVpad Apps and a CCTV broadcast.²⁷

24 23 Weil Decl., ¶¶ 28-50; *id.*, Exhs. 8, 13-29, 33.

25 24 Braak Decl., ¶¶ 31-36, 38-41, 46-50; *id.*, Exhs. 46, 48.

26 25 Weil Decl., ¶ 36; *id.*, Exh. 18.

27 26 *Id.*, ¶¶ 39-42; *id.*, Exh. 20 at 3-6; *id.*, Exh. 21.

28 27 *Id.*, ¶¶ 42, 50; *id.*, Exh. 21; *id.*, Exh. 29 at 1-53, 61-71.

1 25. CNT also actively collaborates with purported third-party App Infringers to
2 develop and improve infringing content by providing customer support and technical assistance
3 to help TVpad users access and share infringing streams of CCTV and TVB programming, and
4 by conveying messages between TVpad users and App Infringers. For example, a CNT blog
5 post instructs users how to install the infringing BETV app from the TVpad Store, providing
6 step-by-step screenshots.²⁸

7 26. Administrators on CNT's Facebook page instruct users how to download and use
8 Infringing TVpad Apps to access CCTV and TVB programming. On June 12, 2014, in
9 response to the question – “Anyone knows which app or channel on tvpad is showing the
10 World Cup???” – a CNT administrator advised the user to try BETV and Sport Online, two
11 Infringing TVpad Apps that stream CCTV channels.²⁹

12 27. When a user asked on CNT's Facebook page, “[w]hich tvpad is can see [sic] tvb
13 day and night and 12 hour back and tvb drama,” an administrator wrote “Could download three
14 party applications from TVpad store for this case[.]”³⁰

15 28. Administrators provide similar assistance to help TVpad users locate CCTV and
16 TVB programming on CNT's official fan forum at tvpadfans.com.³¹

17 29. Administrators on CNT's Facebook page and fan forum also provide technical
18 assistance and updates to customers regarding server problems impacting their ability to stream
19 infringing television content.³²

20 30. As recently as January 9, 2015, CNT responded to user complaints about
21 problems downloading the new Gang Yue Wang Luo Dian Shi app – an Infringing TVpad App,
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24 ²⁸ *Id.*, ¶¶ 37, 54-56; *id.*, Exhs. 19, 30-32

25 ²⁹ *Id.*, ¶¶ 43-45; *id.*, Exhs. 22-24.

26 ³⁰ *Id.*, ¶ 45; *id.*, Exh. 24.

27 ³¹ *Id.*, ¶ 50; *id.*, Exh. 29 at 81-87.

28 ³² *Id.*, ¶¶ 37, 39; *id.*, Exhs. 34, 36; Braak Decl., ¶ 59; *id.*, Exh. 51.

1 They apologized for any inconvenience, and asked customers to send a private message to CNT
2 so that CNT and the “app provider” could address the problem.³³

3 CNT’s statements demonstrate that it collaborates with third party app
4 developers to develop and improve infringing content. By way of example, on August 18,
5 2013, CNT published a post on its Facebook page soliciting suggestions as to how it could
6 help CNT “better serve [its] overseas customers and allow overseas TVpad users to enjoy better
7 Chinese TV services.” In response, one user suggested adding a TVB football channel; the
8 administrator said he would “communicate with third-party application developers” regarding
9 the suggestion.³⁴

10 32. In response to another user’s suggestion that CNT “improve all streaming sound
11 bit rates and enable stereo,” the administrator reported that “the application providers are
12 working on this issue.”³⁵

13 33. In addition to responding to user suggestions and questions, CNT also
14 communicates information regarding the Infringing TVpad Apps to users. In October 2013, for
15 example, a CNT administrator posted a notification on CNT’s official Facebook page advising
16 TVpad users that maintenance required on the infringing 516 app might cause service
17 disruptions.³⁶

18 34. Despite its internet-based streaming business model, CNT has not (a) posted a
19 policy instructing users how to report infringing activity, (b) appointed an agent to receive
20 notifications of claimed infringement under the Digital Millennium Copyright Act, 17 U.S.C. §
21 512 (c)(2), or (c) adopted any notice-and-takedown procedures in the TVpad Store.³⁷

22
23
24 ³³ Weil Decl., ¶ 60; *id.*, Exh. 37.

25 ³⁴ *Id.*

26 ³⁵ *Id.*, ¶¶ 54-55; *id.*, Exhs. 30-31.

27 ³⁶ *Id.*, ¶ 56; *id.*, Exh. 32.

28 ³⁷ Braak Decl., ¶ 51.

1 35. CNT employs a business model that requires TVpad users to pay an up-front,
2 one-time fee for unlimited access to unauthorized, infringing programming. Consumers who
3 wish to access the content must pay regular subscription fees to receive programming from an
4 Authorized U.S. Provider.³⁸

5 **2. Club TVpad**

6 36. Club TVpad operates an interactive website on which it sells TVpads. On its
7 website and Facebook page, Club TVpad also markets the Infringing TVpad Apps, the
8 infringing capabilities of the TVpad, and the availability of CCTV and TVB programming.³⁹

9 37. For example, in November 2012, Club TVpad posted the following on its
10 Facebook page: “Are you a Direct TV subscriber? Then you might be aware that they are
11 removing TVB from their line up at the end of the month. . . . This is the best time to get a
12 TVpad to replace Direct TV.”⁴⁰

13 38. Club TVpad also operates an online forum through which it regularly promotes
14 Infringing TVpad Apps; it also assists customers who wish to download Infringing TVpad
15 Apps and access unauthorized CCTV and TVB content and programming.⁴¹

16 39. On October 26, 2014, plaintiffs’ investigator contacted Club TVpad and spoke
17 with Bennett Wong about purchasing a TVpad device. Wong told the investigator that TVB’s
18 TVBS and Jade channels were available through the TVpad device and that the one-time
19 purchase price of the TVpad was the only cost to access television programming.⁴²

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³⁸ Weil Decl., ¶¶ 4, 28, 35, 38, 62; *id.*, Exhs. 6, 13, 17, 38; Lau Decl., ¶¶ 26, 30, 34; *id.*,
Exh. 80; Tsang Decl., ¶ 14; Lu Decl., ¶ 15; Kuelling Decl., ¶¶ 7-8, 11.

25 ³⁹ Lau Decl., ¶¶ 10-11; *id.*, Exhs. 63-67.

26 ⁴⁰ *Id.*, ¶ 10(d); *id.*, Exh. 66.

27 ⁴¹ *Id.*, ¶¶ 12-15; *id.*, Exhs. 68-71.

28 ⁴² *Id.*, ¶ 17.

40. Plaintiffs' investigator purchased a TVpad device from Club TVpad's website. After receiving the TVpad device, the investigator determined that Club TVpad had pre-installed several Infringing TVpad Apps that stream CCTV and TVB programming.⁴³

3. AMG

41. AMG, like Club TVpad, operates an interactive website that offers TVpads for sale to consumers in California. Promotional blog posts on the website advertise the availability of free CCTV and TVB programming through the Infringing TVpad Apps. For example, a December 2014 blog post promoting the new TVpad4 model stated: “Not wanting to pay for streaming television? TVpad4 still streams live news, sports, and television programming from stations like SoLive, CCTV, and many, many more.”⁴⁴

42. Similarly, a June 2014 blog post stated: “There are over 100 different Asian channels and apps to choose from, but lovers of television shows will certainly want to install the HITV app [an Infringing TVpad App that streams TVB programs]. Viewers can watch hundreds of live shows from Hong Kong, including all of their favorite dramas.”⁴⁵

43. On May 30, 2014, plaintiffs' investigator called AMG and spoke to an individual identifying himself as Amit. Amit confirmed that CCTV channels were available on the TVpad device. In response to a question about CCTV channels, AMG sent the investigator a spreadsheet listing CCTV and TVB channels and the Infringing TVpad Apps that could access those channels.⁴⁶

44. Plaintiffs' investigator purchased two TVpad devices from AMG's website. Both devices came with USB flash drives that contained several Infringing TVpad Apps.⁴⁷

⁴³ *Id.*, ¶ 18; Braak Decl., ¶¶ 65-67.

⁴⁴ Lau Decl., ¶ 28; *id.*, Exhs. 82-87.

⁴⁵ *Id.*, ¶ 28(d); *id.*, Exh. 86.

⁴⁶ *Id.*, ¶ 30, 32; *id.*, Exh. 89.

⁴⁷ *Id.*, ¶ 31, 35; Braak Decl., ¶ 68-73.

1 45. Prior to filing suit, DISH sent cease-and-desist letters to CNT, Club TVpad, and
2 AMG, demanding that each stop infringing and/or inducing infringement of plaintiffs'
3 copyrights. The letters identified the Infringing TVpad Apps on the TVpad3 and listed specific
4 CCTV and TVB channels and programs streamed without authorization on the Infringing
5 TVpad Apps.⁴⁸

6 46. Despite notice, CNT, Club TVpad, and AMG have continued to market,
7 advertise, and promote the Infringing TVpad Apps and the availability of unauthorized CCTV
8 and TVB television programming via the TVpad device.⁴⁹

9 47. Defendants' conduct has materially reduced the number of individuals who
10 subscribe to authorized platforms for CCTV and TVB programming in the United States. It has
11 also reduced the number of individuals willing to pay for access to such programming. This
12 has led to reductions in plaintiffs' revenues that are difficult to quantify.⁵⁰

13 48. Defendants' ongoing infringement impairs the ability of CCTV, CICC and TVB
14 (USA) to negotiate favorable license agreements with Authorized U.S. Providers and others.⁵¹

15 49. Defendants' ongoing infringement has also damaged plaintiffs' goodwill.
16 Plaintiffs' investigators have observed numerous problems with the TVpad viewing experience,
17 e.g., video failing to stream or terminating prematurely, low video quality, pixilation, and sound
18 issues.⁵²

19 50. Defendants' infringing conduct adversely affects plaintiffs' strategic choices
20 about where, when, and how to distribute their programs, harming their goodwill with U.S.

22

⁴⁸ Kuelling Decl., ¶¶ 15-25; *id.*, Exhs. 95-103.

23 ⁴⁹ *Id.*, ¶¶ 22, 25; Declaration of Carla A. McCauley in Support of Plaintiffs' Motion for
24 Preliminary Injunction ("McCauley Decl."), Docket No. 85 (May 22, 2015), ¶¶ 4-7; *id.*, Exhs.
B-E.

25 ⁵⁰ Tsang Decl., ¶¶ 29-32; Lu Decl., ¶¶ 27-28; Kuelling Decl., ¶¶ 26-32.

26 ⁵¹ Tsang Decl., ¶ 39; Lu Decl., ¶ 29.

27 ⁵² Tsang Decl., ¶ 40; Lu Decl., ¶ 30; Kuelling Decl., ¶ 33; Braak Decl., ¶ 59; *id.*, Exh.
28 51; Weil Decl., ¶¶ 57-60; *id.*, Exhs. 33-37.

1 audiences and Authorized U.S. Providers. Defendants' retransmission service not only streams
2 CCTV and TVB programming in the United States without a license, but does so several hours
3 before the programming is available through authorized channels.⁵³

4 51. Defendants' unlawful activities deprive plaintiffs of their right not to disseminate
5 many of their programs in the United States.⁵⁴

6 52. Defendants' unlawful activities also pose a risk of confusion – defendants'
7 unauthorized streaming of plaintiffs' programming has confused consumers about video on
8 demand products and created an mistaken perception about what constitutes lawful video on
9 demand programming.⁵⁵

10
11 **II. CONCLUSIONS OF LAW**

12 1. The court has authority to "grant temporary and final injunctions on such terms
13 as it may deem reasonable to prevent or restrain infringement of a copyright." 17 U.S.C. §
14 502(a).

15 2. To determine whether to issue a preliminary injunction, the court must balance
16 four factors: (1) whether plaintiff is likely to succeed on the merits; (2) whether plaintiff will
17 suffer irreparable harm in the absence of preliminary relief; (3) whether the equities favor
18 plaintiff; and (4) whether issuance of a preliminary injunction is in the public interest. *Sierra*
19 *Forest Legacy v. Rey*, 577 F.3d 1015, 1021 (9th Cir. 2009); see also *Winter v. Natural Defense*
20 *Counsel, Inc.*, 555 U.S. 7, 20 (2008); *Fox Television Stations, Inc. v. BarryDriller Content Sys.,*
21 *PLC*, 915 F.Supp.2d 1138, 1141 (C.D. Cal. 2012) (stating that to "obtain preliminary
22 injunctive relief, a plaintiff must establish: "(1) that it is likely to succeed on the merits, (2) that
23 it is likely to suffer irreparable harm in the absence of preliminary relief, (3) that the balance of
24 equities tips in its favor, and (4) that an injunction is in the public interest" (citation omitted)).

25
26 ⁵³ Tsang Decl., ¶¶ 33-35, 37; Lu Decl., ¶¶ 31-33.

27 ⁵⁴ Tsang Decl., ¶ 36; Lu Decl., ¶ 34.

28 ⁵⁵ Tsang Decl., ¶ 38; Lu Decl., ¶ 35; Kuelling Decl., ¶ 28.

1 3. The Ninth Circuit employs a “sliding scale” under which “the elements of the
2 preliminary injunction test are balanced, so that a stronger showing of one element may offset a
3 weaker showing of another. For example, a stronger showing of irreparable harm to plaintiff
4 might offset a lesser showing of likelihood of success on the merits.” *Alliance for the Wild
5 Rockies v. Cottrell*, 632 F.3d 1127, 1131 (9th Cir. 2011) (holding that the sliding scale
6 approach survives *Winter* so long as there is a showing of likely irreparable harm).

7 **A. Likelihood of Success on the Merits**

8 **1. Secondary Liability for Copyright Infringement**

9 **a. Direct Liability**

10 4. For all theories of secondary liability, a plaintiff “must establish that there has
11 been a direct infringement by third parties.” *Perfect 10, Inc. v. Amazon.com, Inc.*, 508 F.3d
12 1146, 1169 (9th Cir. 2007). This requires a showing of: “(1) ownership of the infringed
13 material, and (2) violation of at least one exclusive right granted to copyright holders under 17
14 U.S.C. § 106 by the infringer.” *A&M Records, Inc. v. Napster*, 239 F.3d 1004, 1013 (9th Cir.
15 2001) (citing 17 U.S.C. § 501(a); *Baxter v. MCA, Inc.*, 812 F.2d 421, 423 (9th Cir. 1987);
16 *S.O.S., Inc. v. Payday, Inc.*, 886 F.2d 1081, 1085 n. 3 (9th Cir. 1989)).

17 5. Plaintiffs are likely to succeed in showing its “ownership of the infringed
18 material,” *A&M Records, Inc.*, 239 F.3d at 1013, because it holds copyright registrations for the
19 Registered Programs; this gives rise to a presumption of ownership and validity. 17 U.S.C. §
20 410(c) (noting that a certificate of registration is “*prima facie* evidence of the validity of the
21 copyright and the facts stated in the certificate”). Defendants, who did not oppose the motion,
22 have made no attempt to rebut the presumption that flows from a valid copyright registration.
23 Plaintiffs are also likely to succeed in showing that they own the exclusive rights to transmit the
24 Registered Programs and other CCTV and TVB programming in the U.S. over the internet in
25 various formats, and therefore have standing to sue for infringement of those rights. 17 U.S.C.
26 § 501(b).

27 6. Next, plaintiffs are likely to succeed in showing that the unauthorized streaming
28 of their programs over the internet, as evidenced by the observations and recordings of

1 plaintiffs' investigator and a TVB USA executive, infringes an "exclusive right granted to
2 copyright holders under 17 U.S.C. § 106." *A&M Records, Inc.*, 239 F.3d at 1013.

3 7. The Copyright Act grants plaintiffs the exclusive right to "perform the
4 copyrighted work publicly." 17 U.S.C. § 106(4). A party publicly performs a copyrighted
5 work when it "transmit[s] or otherwise communicate[s] a performance or display of the work . .
6 . to the public, by means of any device or process, whether the members of the public capable
7 of receiving the performance or display receive it in the same place or in separate places and at
8 the same time or at different times." 17 U.S.C. § 101.

9 8. In *ABC, Inc. v. Aereo, Inc.*, 134 S. Ct. 2498 (2014), the Supreme Court held that
10 Aereo publicly performed plaintiffs' television programs by streaming those programs over the
11 internet to "large numbers of paying subscribers who lack[ed] any prior relationship to the
12 works." *Id.* at 2510. The Court reasoned that Aereo performed the works "publicly" because it
13 streamed programs to "a large number of people who [were] unrelated and unknown to each
14 other," and who did not "receive [the] performances in their capacities as owners or possessors
15 of the underlying works." *Id.* at 2509-10; see also *Warner Bros. Entertainment v. WTV*
16 *Systems, Inc.*, 824 F.Supp.2d 1003, 1009-11 (C.D. Cal. 2011) (entering a preliminary injunction
17 against a service that streamed motion pictures without authorization over the internet to
18 customers); *DISH Network L.L.C. v. TV Net Solutions, LLC*, 12-cv-1629, 2014 U.S. Dist.
19 LEXIS 165120, *13-14 (M.D. Fla. Nov. 25, 2014) (holding that the retransmission of Arabic
20 television channels over the internet and into the United States infringed DISH's public-
21 performance rights).

22 9. The App Infringers stream live and time-shifted CCTV and TVB channels
23 through a peer-to-peer network and/or through servers in the United States to large numbers of
24 TVpad users who have no right to access the content. Thus, plaintiffs are likely to succeed in
25 showing that the App Infringers publicly perform plaintiffs' television programming in the
26 United States without authorization under *Aereo*.

27 10. Because TVpad users operate as peers in a peer-to-peer network through which
28 each user retransmits live and time-shifted CCTV and TVB programs to large numbers of other

1 TVpad users, plaintiffs are likely to succeed in showing that the TVpad users publicly perform
2 plaintiffs' television programming in the United States without authorization. “[T]he concep[t]
3 of public performance . . . cover[s] not only the initial rendition or showing, but also any further
4 act by which that rendition or showing is transmitted or communicated to the public.” *Aereo*,
5 134 S.Ct. at 2506 (quoting H.R. Rep. No. 94-1976, at 63 (1976)). TVpad user retransmissions
6 are “to the public” because TVpad users who receive them are “a large number of people who
7 are unrelated and unknown to each other,” and TVpad users are not “owners or possessors of
8 the underlying works.” *Id.* at 2510.

9 11. Plaintiffs are thus likely to prevail in showing direct copyright infringement by
10 third party users – a necessary predicate to their claims for contributory copyright infringement.

11 **2. Contributory Copyright Infringement**

12 12. To prove contributory copyright infringement, plaintiffs must show that
13 defendants: (1) had knowledge of the infringing activity; and (2) induced, caused, or materially
14 contributed to direct infringement by others. *Perfect10, Inc.*, 508 F.3d at 1170 (“In order for
15 Perfect 10 to show it will likely succeed in its contributory liability claim against Google, it
16 must establish that Google’s activities meet the definition of contributory liability enunciated in
17 *Grokster*. Within the general rule that ‘[o]ne infringes contributorily by intentionally inducing
18 or encouraging direct infringement,’ the Court has defined two categories of contributory
19 liability[, including]: ‘Liability under our jurisprudence may be predicated on actively
20 encouraging (or inducing) infringement through specific acts (as the Court’s opinion develops).
21 . . . ,’ citing *Metro-Goldwyn-Mayer Studios Inc. v. Grokster, Ltd.*, 545 U.S. 913, 930 (2005));
22 *Louis Vuitton Malletier, S.A. v. Akanoc Solutions, Inc.*, 591 F.Supp.2d 1098, 1106 (N.D. Cal.
23 2008) (“Contributory copyright infringement requires (1) knowledge of another’s infringement
24 and (2) either (a) material contribution to the infringement or (b) inducement of the
25 infringement” (citation omitted)).

26 13. Defendants had actual knowledge of the infringing activity because plaintiffs
27 sent them cease and desist letters. *A&M Records, Inc.*, 239 F.3d at 1022 n.6 (defendant had
28 actual notice of the infringement because the RIAA informed it of the infringing files); see also

1 *Louis Vuitton*, 591 F.Supp.2d at 1106 (“Actual knowledge exists where it can be shown by a
2 defendant’s conduct or statements that it actually knew of specific instances of direct
3 infringement. . . . ‘[I]f a computer system operator learns of specific infringing material
4 available on his system and fails to purge such material from the system, the operator knows of
5 and contributes to direct infringement,’ citing *A&M Records, Inc.*, 239 F.3d at 1021 (in turn
6 citing *Religious Technology Center v. Netcom On-Line Comm. Serv. Inc.*, 907 F.Supp. 1361,
7 1374 (N.D. Cal. 1995)).

8 14. The second element can be satisfied by showing either “inducement” and
9 “material contribution.” *Perfect 10 v. Visa Int’l Serv. Ass’n*, 494 F.3d 788, 795 (9th Cir. 2007).
10 Inducement is shown when a defendant has undertaken purposeful acts aimed at assisting and
11 encouraging others to infringe. *Grokster, Ltd.*, 545 U.S. at 936-37. Thus, “one who distributes
12 a device with the object of promoting its use to infringe copyright, as shown by clear
13 expression or other affirmative steps taken to foster infringement, is liable for the resulting acts
14 of infringement by third parties.” *Id.*

15 15. “[A] defendant may be liable for ‘activity undertaken abroad that knowingly
16 induces infringement within the United States.’” *Columbia Pictures Indus., Inc. v. Fung*, No.
17 CV 06-5578 SVW (JCx), 2009 WL 6355911, *8 (C.D. Cal. Dec. 21, 2009), aff’d, 710 F.3d
18 1020 (9th Cir. 2013).

19 16. In the Ninth Circuit, proof of inducement has four elements: (1) distribution of a
20 device, product, or service; (2) acts of infringement; (3) an object of promoting use of the
21 device, product, or service to infringe a copyright; and (4) causation. *Columbia Pictures
Indus., Inc. v. Fung*, 710 F.3d 1020, 1032 (9th Cir. 2013).

23 17. The first element is satisfied by showing the distribution of either a device or a
24 service that is “used in accomplishing the infringement.” *Id.* at 1033. Plaintiffs are likely to
25 succeed in showing this element because CNT, Club TVpad, and AMG distribute the TVpad
26 device, which enables users to view and transmit infringing streams of plaintiffs’ programming,
27 and operate the TVpad Store, a service through which users can download the Infringing
28 TVpad Apps.

1 18. Plaintiffs are also likely to show the second element, i.e., acts of infringement,
2 based on forensic analysis that establishes both the App Infringers and the TVpad users directly
3 infringe plaintiffs' public-performance rights. *Munhwa Broadcasting Co v. Create New*
4 *Technology (HK) Inc.*, Case No. CV 14-4213 RGK (RZx), Order, *4-5 (C.D. Cal. May 12,
5 2015) (Docket No. 217). See also *Aereo*, 134 S.Ct. at 2509-10; *WTV Systems*, 824 F.Supp.2d at
6 1009-11.

7 19. A defendant's intent to foster or promote infringement can be established by a
8 "clear expression" of such intent and "affirmative steps taken to foster infringement." *Grokster, Ltd.*,
9 545 U.S. at 936-37. "The classic instance of inducement is by advertisement or
10 solicitation that broadcasts a message designed to stimulate others to commit violations." *Id.* at
11 938.

12 20. Other evidence of intent to foster or promote infringement can include providing
13 customer support and technical assistance to customers engaged in infringing uses; failing to
14 "develop filtering tools or other mechanisms to diminish the infringing activity using their
15 software[;]" or relying on infringing activity for the success of the defendant's business model.
16 *Id.* at 938-40; see also *Fung*, 710 F.3d at 1027-28, 1036-37 (holding that a website that
17 encouraged users to upload torrent files with copyrighted content, offered links to copyrighted
18 films and urged users to download them, responded to requests for help in locating and playing
19 copyrighted materials, and failed to develop filters substantiated infringement through
20 inducement); *Metro-Goldwyn-Mayer Studios, Inc. v. Grokster, Ltd.*, 454 F.Supp.2d 966, 987-88
21 (C.D. Cal. 2006) (noting that defendant's interface had a "Top 40" song category that "made it
22 easier for users to share copyrighted content").

23 21. Plaintiffs are likely to prove the third element by showing that defendant CNT
24 intends to foster, promote and profit from App Infringers' and TVpad users' direct
25 infringement of plaintiffs' copyrighted works, since it advertises the Infringing TVpad Apps,
26 and provides customer support and technical assistance to users attempting to locate, install and
27 use the Infringing TVpad Apps to share Plaintiffs' copyrighted programming. The evidence
28 also demonstrates that CNT collaborates with App Infringers to develop and improve the Apps

1 and their content. It has not developed filtering tools, and the success of its business model
2 depends on customers paying a one-time fee for unlimited access to infringing programming.

3 22. Plaintiffs are likely to prove that defendants Club TVpad and AMG likewise
4 intend to foster, promote and profit from direct infringement because they advertise and
5 promote the Infringing TVpad Apps and the availability of copyrighted programming on those
6 apps; provide customer support and technical assistance to users; inform customers of the
7 availability of CCTV and TVB content on the Apps; and have taken affirmative steps to
8 facilitate user infringement by, *inter alia*, pre-loading Infringing TVapps on the devices.

9 23. Plaintiffs are likely to show the fourth element necessary to prove inducement
10 because once intent to promote infringement is found, “the only causation requirement is that
11 the product or service at issue [have been] used to infringe the plaintiff’s copyrights.” *Fung*,
12 710 F.3d at 1037. In *Fung*, the Ninth Circuit rejected Fung’s argument that “the acts of
13 infringement must be caused by the manifestations of the distributor’s improper object – that is,
14 by the inducing messages themselves.” *Fung*, 710 F.3d at 1037; see also *Grokster*, 454
15 F.Supp.2d at 985-86 (rejecting an argument that plaintiffs had to prove the inducing statements
16 “caused specific acts of infringement”). Plaintiffs will likely be able to meet this standard
17 because the TVpad device and TVpad Store are being used to infringe plaintiffs’ copyrighted
18 works, and defendants are the but-for cause of that infringement, i.e., their distribution and
19 promotion of the Infringing TVpad Apps is the mechanism that makes that infringement by a
20 large number of users possible.

21 24. Plaintiffs are also likely to succeed on their alternate theory of contributory
22 infringement through material contribution against defendant CNT. In the Ninth Circuit,
23 “material contribution” can be established by proof that “a computer system operator has actual
24 knowledge that specific infringing material is available using its system and can take simple
25 measures to prevent further damage to copyrighted works, yet continues to provide access to
26 infringing works.” *Perfect10, Inc.*, 508 F.3d at 1172.

27 25. A defendant has actual notice of infringement when it receives a cease and desist
28 letter. *A&M Recordings, Inc.*, 239 F.3d at 1022 n. 6 (defendant had actual notice of

1 infringement because the RIAA informed it of the infringing files). A defendant materially
2 contributes to infringement when it fails to take steps to protect the copyrighted works. See
3 *Perfect10, Inc.*, 508 F.3d at 1172 (“assist[ing] a worldwide audience of users to access
4 infringing materials” constitutes material contribution); *Gershwin Publ’g v. Columbia Artists
5 Mgmt.*, 443 F.2d 1159, 1163 (2d Cir. 1971) (creating an audience for an infringing performance
6 supports a finding of contributory liability). A defendant also materially contributes to
7 infringement by providing software that makes it an infringing peer in a peer-to-peer network.
8 See *A&M Recordings, Inc.*, 239 F.3d at 1022 (peer-to-peer software provides “the site and
9 facilities” for direct infringers and constitutes contributory infringement). Plaintiffs are likely
10 to succeed in establishing that CNT has materially contributed to infringement under all of these
11 tests.

12 26. For these reasons, the court concludes that plaintiffs are likely to succeed on the
13 merits of their contributory infringement claims against defendants.

14 **3. Vicarious Liability for Copyright Infringement**

15 27. To show likelihood of success on their vicarious infringement claim against
16 CNT, plaintiffs must show that CNT “profit[s] from direct infringement while declining to
17 exercise a right to stop or limit it.” *Grokster, Ltd.*, 545 U.S. at 930 (citing *Shapiro, Bernstein &
18 Co. v. H.L. Green Co.*, 316 F.2d 304, 307 (2d Cir. 1963)). Plaintiffs are likely to succeed on
19 their vicarious infringement claim, because they will likely be able to establish that CNT (1)
20 has the right and ability to control the infringing conduct, and (2) derives a direct financial
21 benefit from it. *Fonovisa, Inc. v. Cherry Auction, Inc.*, 76 F.3d 259, 261 (9th Cir. 1996).

22 28. A defendant “exercises control over a direct infringer when he has both a legal
23 right to stop or limit the directly infringing conduct, as well as the practical ability to do so.”
24 *Perfect10, Inc.*, 508 F.3d at 1173. “The ability to block infringers’ access to a particular
25 environment for any reason whatsoever is evidence of the right and ability to supervise.” *A&M
26 Records, Inc.*, 239 F.3d at 1023; see also *Fonovisa*, 76 F.3d at 261-63 (holding that a
27 contractual right to terminate or exclude swap meet vendors constituted control over pirated
28 goods). Plaintiffs have adduced evidence that CNT has practical, operational control over the

1 apps in its store, and the servers necessary to stream content. They have also adduced evidence
2 that it has the right to exclude Infringing Apps from its device and service.

3 29. “Financial benefit exists where the availability of infringing material ‘acts as a
4 “draw” for customers.’” *A&M Records, Inc.*, 239 F.3d at 1023. In *Fonavisa*, the swap meet
5 operator reaped “substantial financial benefits from admission fees, concession stand sales and
6 parking fees, all of which flow[ed] directly from customers who want[ed] to buy the counterfeit
7 recordings at bargain basement prices.” *Fonavisa*, 76 F.3d at 263. In *A&M Records, Inc.*,
8 Napster’s revenue was dependent on “increases in [its] user-base” that were stimulated by “the
9 quality and quantity of available [infringing] music.” *A&M Records, Inc.*, 239 F.3d at 1023.
10 Plaintiffs are likely to succeed on their vicarious infringement claim because they have shown
11 that CNT has financially benefited by offering free and unauthorized programming on the
12 TVpad device.

13 **B. Irreparable Harm**

14 30. A plaintiff moving for a preliminary injunction must demonstrate not only that
15 harm is irreparable, but also imminent. *Caribbean Marine Servs. Co., Inc. v. Baldridge*, 844
16 F.2d 668, 674 (9th Cir. 1988); see also *A&M Records, Inc.*, 239 F.3d at 1013.

17 31. Following issuance of the Supreme Court’s decision in *eBay Inc. v. MercExchange, L.L.C.*, 574 U.S. 388, 391 (2006), a court may no longer presume irreparable
18 injury from the bare fact of liability in a copyright case. Nonetheless, the injury caused by the
19 presence of infringing products in the market – such as lost profits and customers, as well as
20 damage to goodwill and business reputation – will often constitute irreparable injury. See, e.g.,
21 *Microsoft Corp. v. Atek 3000 Computer Inc.*, No. 06 CV 6403 (SLT) (SMG), 2008 WL
22 2884761, *5 (E.D.N.Y. July 23, 2008) (concluding that plaintiff had shown irreparable injury
23 where it had “established that defendant committed copyright and trademark infringement, and
24 . . . there [was] no reason to conclude that defendant ha[d] or [would] cease its infringing acts
25 because it continued infringing plaintiff’s copyrights and trademarks despite being notified of
26 its infringement”). See also *Stuhlbarg International Sales Co., Inc. v. John D. Brush and Co., Inc.*, 240 F.3d 832, 841 (9th Cir. 2001) (“Evidence of threatened loss of prospective customers

1 or goodwill certainly supports a finding of the possibility of irreparable harm”). Such harms
2 are difficult to quantify and compensate over time. See *Herb Reed Enterprises, LLC v. Florida*
3 *Entertainment Management, Inc.*, 736 F.3d 1239, 1250 (9th Cir. 2013). Plaintiffs have amply
4 demonstrated that they have suffered and will continue to suffer these types of harm.

5 32. Unauthorized and uncompensated internet streaming that competes directly with
6 the television programming of a copyright owner and its authorized licensees causes harm that
7 is “neither easily calculable, nor easily compensable.” *BarryDriller*, 915 F.Supp.2d at 1147
8 (granting preliminary injunction); see also *WTV Systems*, 824 F.Supp.2d at 1012-13 (granting
9 preliminary injunction); *Fox Television Stations, Inc. v. Filmon X LLC*, 966 F.Supp.2d 30, 49-
10 51 (D.D.C. 2013) (granting preliminary injunction); *Twentieth Century Fox Film Corp. v.*
11 *iCraveTV*, No. Civ.A. 00-121, Civ.A. 00-120, 2000 WL 255989, *8 (W.D. Pa. Feb. 8, 2000)
12 (granting preliminary injunction).

13 33. Defendants’ conduct has caused irreparable harm because it has materially
14 reduced the number of individuals who subscribe to authorized U.S. platforms for CCTV and
15 TVB programming, causing lost market share. See, e.g., *Robert Bosch LLC v. Pylon Mfg.*
16 *Corp.*, 659 F.3d 1142, 1153 (Fed. Cir. 2011); *i4i Ltd. P’ship v. Microsoft Corp.*, 598 F.3d 831,
17 861-62 (Fed. Cir. 2010); *WTV Systems*, 824 F.Supp.2d at 1013 (“[T]he loss of revenue to
18 Plaintiffs and their licensees, which is already significant, will continue to increase, and
19 constitutes irreparable injury to Plaintiffs”).

20 34. Defendants’ conduct further harms plaintiffs because it impairs plaintiffs’ ability
21 to negotiate favorable licenses. “[I]f Defendants can transmit Plaintiffs’ content without paying
22 a fee, Plaintiffs’ existing or prospective licensees will demand concessions to make up the loss
23 of viewership to non-paying alternatives.” *BarryDriller*, 915 F.Supp.2d at 1147; *WTV Systems*,
24 824 F.Supp.2d at 1012-13. Stated differently, “[t]he availability of [p]laintiffs’ content from
25 sources other than [p]laintiffs also damages [p]laintiffs’ goodwill with their licensees.”
26 *BarryDriller*, 915 F.Supp.2d at 1147.

27 35. Plaintiffs have also been irreparably harmed by defendants’ conduct because
28 defendants’ unauthorized retransmission service not only streams CCTV and TVB

1 programming in the U.S. without a license, but does so several hours before that programming
2 is available in the U.S. through authorized channels. This prevents plaintiffs from exercising
3 exclusive control over the retransmission of their programming and is likely to damage
4 plaintiffs' goodwill with their licensees. *See WTV Systems*, 824 F.Supp.2d at 1012-13.

5 36. Defendants have also interfered with plaintiffs' ability to develop a lawful
6 market for internet distribution. *See BarryDriller*, 915 F.Supp.2d at 1147 (finding irreparable
7 harm when defendants' streaming service "compete[d] with Plaintiffs' ability to develop their
8 own internet distribution channels"); *WTV Systems*, 824 F.Supp.2d at 1013 (holding that an
9 unauthorized streaming service "threaten[ed] to confuse consumers about video on demand
10 products, and to create incorrect but lasting impressions with consumers about what constitutes
11 lawful [internet-based] video on demand exploitation of Plaintiff's Copyrighted Works,
12 including confusion or doubt regarding whether payment is required for access to Copyrighted
13 Works").

14 37. Finally, defendants' infringing conduct has caused irreparable harm because it
15 impairs plaintiffs' brand, reputation, and goodwill by associating their programming with poor
16 quality transmissions and viewing experiences on the TVpad device. *See WTV Systems*, 824
17 F.Supp.2d at 1014.

18 38. Absent preliminary injunctive relief, plaintiffs will continue to suffer these types
19 of irreparable harm as a result of defendants' activities.

20 39. Moreover, given the extensive nature of the infringement alleged, and for which
21 defendants are likely secondarily liable, it is unclear that defendants would be able to satisfy
22 any damages award entered. This further supports the conclusion that injunctive relief is
23 appropriate in this case. *Metro-Goldwyn-Mayer Studios, Inc. v. Grokster, Ltd.*, 518 F.Supp.2d
24 1197, 1217 (C.D. Cal. 2007) (finding irreparable harm where defendant "induce[d] far more
25 infringement than it could ever possibly redress with damages").

26 **C. Public Interest**

27 40. "Enjoining violation of federal statutes is in the public interest." *American*
28 *Trucking Associations, Inc. v. City of Los Angeles*, 559 F.3d 1046, 1060 (9th Cir. 2009).

1 41. The injunction plaintiffs seek is in the public interest. “[I]t is virtually axiomatic
2 that the public interest can only be served by upholding copyright protections and
3 correspondingly, preventing the misappropriation of skills, creative energies, and resources
4 which are invested in the protected work.” *WTV Systems*, 824 F.Supp.2d at 1015 (citing *Apple*
5 *Computer, Inc. v. Franklin Computer Corp.*, 714 F.2d 1240, 1255 (3d Cir. 1983));
6 *BarryDriller*, 915 F.Supp.2d at 1148. Any public interest the public may have “in receiving
7 copyrighted content for free is outweighed by the need to incentivize the creation of original
8 works.” *Grokster*, 518 F.Supp.2d at 1222.

9 **D. Balance of Equities**

10 42. Courts must “balance the competing claims of injury and must consider the effect
11 on each party of the granting or withholding of the requested relief.” *Amoco Prod. Co. v.*
12 *Village of Gambell, Alaska*, 480 U.S. 531, 542 (1987); *Cybermedia, Inc. v. Symantec Corp.*, 19
13 F.Supp.2d 1070, 1073 (N.D. Cal. 1998).

14 43. Here, the balance of equities weighs in plaintiffs’ favor and supports entry of a
15 preliminary injunction. The only harm defendants will suffer if an injunction is entered is that
16 they will be unable to continue to profit from infringing plaintiffs’ copyrights. Defendants
17 “cannot complain of the harm that will befall [them] when being forced to desist from [their]
18 infringing activities.” *BarryDriller*, 915 F.Supp.2d at 1147 (quoting *Triad Sys. Corp. v.*
19 *Southeastern Express Co.*, 64 F.3d 1330, 1338 (9th Cir. 1995)). See also *WTV Systems*, 824
20 F.Supp.2d at 1014-15.

21 44. It is appropriate to dispense with the filing of a bond in this case. It is well
22 established in the Ninth Circuit that “Rule 65(c) []vests the district court ‘with discretion as to
23 the amount of security required, if any.’” *Jorgensen v. Cassiday*, 320 F.3d 906, 919 (9th Cir.
24 2003) (quoting *Barahone-Gomez v. Reno*, 167 F.3d 1228, 1237 (9th Cir. 1999)). In particular,
25 “[t]he district court may dispense with the filing of a bond when it concludes there is no
26 realistic likelihood of harm to the defendant from enjoining his or her conduct.” *Jorsenson*,
27 320 F.3d at 919. Here, the court finds no realistic likelihood that a preliminary injunction will
28 harm defendants and thus will not require plaintiffs to post an injunction bond.

Based on these findings of fact and conclusions of law, the court grants Plaintiffs' motion for preliminary injunction.

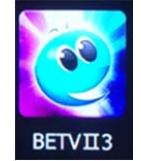
DATE: June 11, 2015

MARGARET M. MORROW
UNITED STATES DISTRICT JUDGE

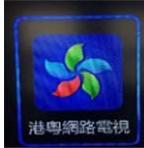
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EXHIBIT A

Exhibit █ – Infringing TVpad Apps

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
BETV PLUS 		CCTV 1 (live & replay live), CCTV 2 (live), CCTV 3 (live & replay live), CCTV 4 (live & replay live), CCTV6 (live & replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live & replay live), CCTV14 (live & replay live)
BETV_HD 	CCTV 1 HD (live), CCTV 5 HD (live)	
BETV II 	CCTV 1 (live & replay live), CCTV 2 (live), CCTV 3 (live & replay live), CCTV 4 (live & replay live), CCTV 5 (live & replay live), CCTV 5+ (live), CCTV6 (live & replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live & replay live), CCTV14 (live & replay live), CCTV 风云足球 (CCTV fengyun soccer) (live)	

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
BETV 	CCTV 1, CCTV 2, CCTV 3, CCTV 4, CCTV 5+, CCTV6, CCTV 10, CCTV 11, CCTV12, CCTV13, CCTV14, CCTV风云足球 (CCTV fengyun soccer) (all live)	
粵海時移 (Yue Hai Shi Yi) 	JADE HD, JADE (both time-shifted by 12 hours)	JADE HD, JADE (both time-shifted by 12 hours)
粵海寬頻 (Yue Hai Kuan Pin) 	JADE HD, JADE HD, J2, JADE, PEARL, iNews (all live)	
粵海寬頻2 (Yue Hai Kuan Pin 2) 	JADE HD, JADE, J2 (Live and replay live) PEARL, iNews (live)	

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
港粵網絡電視 (Gang Yue Wang Luo Dian Shi) 	JADE HD, JADE, J2 (live and replay live); PEARL, iNews (live) TVB programs on demand	JADE HD, JADE, J2, PEARL (live and replay live); iNews (live) TVB programs on demand
粵海直播 (Yue Hai Zhi Bo) 	iNews, J2, PEARL, JADE, JADE HD (live)	
516TV 	TVBS (live)	
516網路電視 (516 Online TV) 	CCTV4 (live) TVBS (live)	CCTV4 (live) TVBS (live) TVBS News (live)

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
HITV 	JADE HD, J2, JADE, PEARL, iNews (live)	
体育online (Sport Online) 	CCTV 1, CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer) (all live)	CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer), CCTV 高尔夫. 网球 (CCTV Golf/ Tennis) (all live)
港粤快看 (Gang Yue Kuai Kan) 	TVB programs on demand	
港台武侠(Gang Tai Wu Xia) 	TVB programs on demand	TVB programs on demand

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EXHIBIT B

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Registered TVB Programs (Live)

Title of Work and Episode Number	Date Broadcast	Copyright Registration Number
All That is Bitter is Sweet, Ep. 16	September 29, 2014	PA 1-922-865
All That is Bitter is Sweet, Ep. 17	September 30, 2014	PA 1-922-865
All That is Bitter is Sweet, Ep. 18	October 1, 2014	PA 1-922-865
All That is Bitter is Sweet, Ep. 19	October 2, 2014	PA 1-922-865
Big Boys Club, Ep. 1200	September 29, 2014	PA 1-922-870
Big Boys Club, Ep. 1201	September 30, 2014	PA 1-922-866
Big Boys Club, Ep. 1202	October 1, 2014	PA 1-922-875
Big Boys Club, Ep. 1203	October 2, 2014	PA 1-922-872
Come Home Love, Episode 610	September 29, 2014	PA 1-922-874
Come Home Love, Episode 611	September 30, 2014	PA 1-922-874
Come Home Love, Episode 613	October 2, 2014	PA 1-922-874
Come Home Love, Episode 614	October 3, 2014	PA 1-922-874
Line Walker, Ep. 26	September 29, 2014	PA 1-922-863
Line Walker, Ep. 27	September 30, 2014	PA 1-922-863
Line Walker, Ep. 28	October 1, 2014	PA 1-922-863
Line Walker, Ep. 30	October 3, 2014	PA 1-922-863
Line Walker, Ep. 31	October 3, 2014	PA 1-922-863
News At Seven Thirty (Pearl) 2014 9/29	September 29, 2014	PA 1-922-869
News At Seven Thirty (Pearl) 2014 9/30	September 30, 2014	PA 1-922-867
News At Seven Thirty (Pearl) 2014 10/1	October 1, 2014	PA 1-922-873
Pleasure and Leisure 2014 9/30	September 30, 2014	PA 1-922-868
Pleasure and Leisure 2014 10/1	October 1, 2014	PA 1-922-864
Pleasure and Leisure 2014 10/2	October 2, 2014	PA 1-922-871

Registered TVB Programs (VOD)

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
A Change of Destiny, Ep. 1	PA0001388870
A Change of Destiny, Ep. 9	PA0001388870
A Change of Destiny, Ep. 10	PA0001388870
A Change of Destiny, Ep. 14	PA0001388870
A Change of Destiny, Ep. 15	PA0001388870
A Change of Destiny, Ep. 20	PA0001388870
A Change of Heart, Ep. 1	PA0001866892
A Change of Heart, Ep. 6	PA0001866892
A Change of Heart, Ep. 11	PA0001866892
A Change of Heart, Ep. 16	PA0001866892
A Change of Heart, Ep. 22	PA0001866892
A Change of Heart, Ep.26	PA0001866892
A Change of Heart, Ep. 30	PA0001866892
A Great Way To Care II, Ep. 1	PA0001847097
A Great Way To Care II, Ep. 4	PA0001847097
A Great Way To Care II, Ep. 9	PA0001847097
A Great Way To Care II, Ep. 13	PA0001847097
A Great Way To Care II, Ep. 18	PA0001847097
A Great Way To Care II, Ep. 22	PA0001847097
A Great Way To Care II, Ep. 25	PA0001847097
A Step into the Past, Ep. 1	PA0001074513
A Step into the Past, Ep. 9	PA0001074513
A Step into the Past, Ep. 13	PA0001074513
A Step into the Past, Ep. 20	PA0001074513
A Step into the Past, Ep. 30	PA0001074512
A Step into the Past, Ep. 40	PA0001074512
Always And Ever, Ep 1	PA0001866873
Always And Ever, Ep. 5	PA0001866873

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
Always And Ever, Ep. 10	PA0001866873
Always And Ever, Ep. 12	PA0001866873
Always And Ever, Ep. 16	PA0001866873
Always And Ever, Ep. 21	PA0001866873
Always And Ever, Ep. 25	PA0001866873
Always And Ever, Ep. 30	PA0001866873
Always And Ever, Ep. 31	PA0001866873
Awfully Lawful, Ep. 1	PA0001866872
Awfully Lawful, Ep. 5	PA0001866872
Awfully Lawful, Ep. 9	PA0001866872
Awfully Lawful, Ep. 14	PA0001866872
Awfully Lawful, Ep. 20	PA0001866872
Beauty At War, Ep. 1	PA0001849236
Beauty At War, Ep. 5	PA0001849236
Beauty At War, Ep. 10	PA0001849236
Beauty At War, Ep. 14	PA0001849236
Beauty At War, Ep. 19	PA0001849236
Beauty At War, Ep. 23	PA0001849236
Beauty At War, Ep. 30	PA0001849236
Black Heart White Soul, Ep. 1	PA0001920529
Black Heart White Soul, Ep. 4	PA0001920529
Black Heart White Soul, Ep. 10	PA0001920529
Black Heart White Soul, Ep. 15	PA0001920529
Black Heart White Soul, Ep. 25	PA0001920529
Black Heart White Soul, Ep. 30	PA0001920529
Bounty Lady, Ep. 1	PA0001890407
Bounty Lady, Ep. 5	PA0001890407
Bounty Lady, Ep. 10	PA0001890407
Bounty Lady, Ep. 15	PA0001890407
Bounty Lady, Ep. 19	PA0001890407
Brother's Keeper, Ep. 1	PA0001878628

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
Brother's Keeper, Ep. 6	PA0001878628
Brother's Keeper, Ep. 10	PA0001878628
Brother's Keeper, Ep. 13	PA0001878628
Brother's Keeper, Ep. 18	PA0001878628
Brother's Keeper, Ep. 23	PA0001878628
Brother's Keeper, Ep. 30	PA0001878628
Brother's Keeper, Ep. 31	PA0001878628
Bullet Brain, Ep. 1	PA0001847052
Bullet Brain, Ep. 6	PA0001847052
Bullet Brain, Ep. 9	PA0001847052
Bullet Brain, Ep. 13	PA0001847052
Bullet Brain, Ep. 18	PA0001847052
Bullet Brain, Ep. 21	PA0001847052
Bullet Brain, Ep. 25	PA0001847052
Coffee Cat Mama, Ep. 1	PA0001910249
Coffee Cat Mama, Ep. 6	PA0001910249
Coffee Cat Mama, Ep. 11	PA0001910249
Coffee Cat Mama, Ep. 16	PA0001910249
Coffee Cat Mama, Ep. 20	PA0001910249
Come Home Love, Ep. 1	PA0001872347
Come Home Love, Ep. 31	PA0001872347
Come Home Love, Ep. 61	PA0001872347
Come Home Love, Ep. 91	PA0001872347
Come Home Love, Ep. 113	PA0001872347
Come Home Love, Ep. 121	PA0001872347
Come Home Love, Ep. 151	PA0001872347
Daddy Good Deeds, Ep. 1	PA0001857840
Daddy Good Deeds, Ep. 5	PA0001857840
Daddy Good Deeds, Ep. 10	PA0001857840
Daddy Good Deeds, Ep. 15	PA0001857840
Daddy Good Deeds, Ep. 20	PA0001857840

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
Divas In Distress, Ep. 1	PA0001827059
Divas In Distress, Ep. 5	PA0001827059
Divas In Distress, Ep. 10	PA0001827059
Divas In Distress, Ep. 15	PA0001827059
Divas In Distress, Ep. 20	PA0001827059
Duke of Mount Deer, Ep. 1	PA0000923706
Duke of Mount Deer, Ep. 10	PA0000923706
Duke of Mount Deer, Ep. 14	PA0000923706
Duke of Mount Deer, Ep. 15	PA0000923706
Duke of Mount Deer, Ep. 22	PA0000923708
Duke of Mount Deer, Ep. 29	PA0000923708
Duke of Mount Deer, Ep. 30	PA0000923708
Duke of Mount Deer, Ep. 35	PA0000923708
Duke of Mount Deer, Ep. 40	PA0000923708
Duke of Mount Deer, Ep. 41	PA0000922071
Duke of Mount Deer, Ep. 45	PA0000922071
Friendly Fire, Ep. 1	PA0001840636
Friendly Fire, Ep. 6	PA0001840636
Friendly Fire, Ep. 10	PA0001840636
Friendly Fire, Ep. 15	PA0001840636
Friendly Fire, Ep. 19	PA0001840636
Friendly Fire, Ep. 24	PA0001840636
Ghetto Justice II, Ep. 1	PA0001827048
Ghetto Justice II, Ep. 6	PA0001827048
Ghetto Justice II, Ep. 11	PA0001827048
Ghetto Justice II, Ep. 15	PA0001827048
Ghetto Justice II, Ep. 20	PA0001827048
Ghost Dragon of Cold Mountain, Ep. 1	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 2	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 5	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 10	PA0001918949

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
Ghost Dragon of Cold Mountain, Ep. 15	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 19	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 25	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 30	PA0001918949
Gilded Chopsticks, Ep. 1	PA0001906159
Gilded Chopsticks, Ep. 5	PA0001906159
Gilded Chopsticks, Ep. 10	PA0001906159
Gilded Chopsticks, Ep. 16	PA0001906159
Gilded Chopsticks, Ep. 20	PA0001906159
Gilded Chopsticks, Ep. 25	PA0001906159
Gloves Come Off, Ep. 1	PA0001857855
Gloves Come Off, Ep. 5	PA0001857855
Gloves Come Off, Ep. 10	PA0001857855
Gloves Come Off, Ep. 15	PA0001857855
Gloves Come Off, Ep. 20	PA0001857855
Gloves Come Off, Ep. 25	PA0001857855
Gods of Honour, Ep. 1	PA0001063318
Gods of Honour, Ep. 10	PA0001063318
Gods of Honour, Ep. 20	PA0001063318
Gods of Honour, Ep. 30	PA0001063319
Gods of Honour, Ep. 38	PA0001063319
Grace Under Fire, Ep. 1	PA0001776413
Grace Under Fire, Ep. 6	PA0001776413
Grace Under Fire, Ep. 12	PA0001776413
Grace Under Fire, Ep. 13	PA0001776413
Grace Under Fire, Ep. 18	PA0001776413
Grace Under Fire, Ep. 25	PA0001776413
Grace Under Fire, Ep. 32	PA0001776413
Heaven Sword and Dragon Sabre, Ep. 1	PA0001012498
Heaven Sword and Dragon Sabre, Ep. 10	PA0001012498
Heaven Sword and Dragon Sabre, Ep. 20	PA0001012498

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
Heaven Sword and Dragon Sabre, Ep. 30	PA0001012450
Heaven Sword and Dragon Sabre, Ep. 31	PA0001012450
Heaven Sword and Dragon Sabre, Ep. 41	PA0001012450
Hights and Lows, Ep. 1	PA0001840632
Hights and Lows, Ep. 5	PA0001840632
Hights and Lows, Ep. 10	PA0001840632
Hights and Lows, Ep. 15	PA0001840632
Hights and Lows, Ep. 20	PA0001840632
Hights and Lows, Ep. 26	PA0001840632
Hights and Lows, Ep. 29	PA0001840632
House of Harmony and Vengeance, Ep. 1	PA0001857846
House of Harmony and Vengeance, Ep. 6	PA0001857846
House of Harmony and Vengeance, Ep. 11	PA0001857846
House of Harmony and Vengeance, Ep. 16	PA0001857846
House of Harmony and Vengeance, Ep. 21	PA0001857846
House of Harmony and Vengeance, Ep. 26	PA0001857846
House of Harmony and Vengeance, Ep. 30	PA0001857846
Inbound Troubles, Ep. 1	PA0001848886
Inbound Troubles, Ep. 5	PA0001848886
Inbound Troubles, Ep. 10	PA0001848886
Inbound Troubles, Ep. 15	PA0001848886
Inbound Troubles, Ep. 20	PA0001848886
Karma Rider, Ep. 1	PA0001863828
Karma Rider, Ep. 6	PA0001863828
Karma Rider, Ep. 11	PA0001863828
Karma Rider, Ep. 15	PA0001863828
Karma Rider, Ep. 20	PA0001863828
King Maker, Ep. 1	PA0001827056
King Maker, Ep. 5	PA0001827056
King Maker, Ep. 10	PA0001827056
King Maker, Ep. 15	PA0001827056

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
King Maker, Ep. 20	PA0001827056
King Maker, Ep. 22	PA0001827056
King Maker, Ep. 26	PA0001827056
Man In Charge, Ep. 1	PA0001738145
Man In Charge, Ep. 9	PA0001738145
Man In Charge, Ep. 12	PA0001738145
Man In Charge, Ep. 19	PA0001738145
Man In Charge, Ep. 20	PA0001738145
Master of Play, Ep. 1	PA0001827046
Master of Play, Ep. 6	PA0001827046
Master of Play, Ep. 11	PA0001827046
Master of Play, Ep. 16	PA0001827046
Master of Play, Ep. 21	PA0001827046
Master of Play, Ep. 27	PA0001827046
Master of Play, Ep. 30	PA0001827046
Missing You, Ep. 1	PA0001840634
Missing You, Ep. 5	PA0001840634
Missing You, Ep. 10	PA0001840634
Missing You, Ep. 15	PA0001840634
Missing You, Ep. 20	PA0001840634
Never Dance Alone, Ep. 1	PA0001919570
Never Dance Alone, Ep. 5	PA0001919570
Never Dance Alone, Ep. 10	PA0001919570
Never Dance Alone, Ep. 14	PA0001919570
Never Dance Alone, Ep. 19	PA0001919570
Never Dance Alone, Ep. 25	PA0001919570
Never Dance Alone, Ep. 30	PA0001919570
No Good Either Way, Ep. 1	PA0001827058
No Good Either Way, Ep. 6	PA0001827058
No Good Either Way, Ep. 10	PA0001827058
No Good Either Way, Ep. 14	PA0001827058

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
No Good Either Way, Ep. 20	PA0001827058
Outbound Love, Ep. 1	PA0001891391
Outbound Love, Ep. 4	PA0001891391
Outbound Love, Ep. 8	PA0001891391
Outbound Love, Ep. 14	PA0001891391
Outbound Love, Ep. 18	PA0001891391
Outbound Love, Ep. 21	PA0001891391
Queen Divas, Ep. 1	PA0001894494
Queen Divas, Ep. 5	PA0001894494
Queen Divas, Ep. 9	PA0001894494
Queen Divas, Ep. 14	PA0001894494
Reality Check, Ep. 1	PA0001845356
Reality Check, Ep. 5	PA0001845356
Reality Check, Ep. 10	PA0001845356
Reality Check, Ep. 15	PA0001845356
Reality Check, Ep. 20	PA0001845356
Return of the Silver Tongue, Ep. 1	PA0001910251
Return of the Silver Tongue, Ep. 5	PA0001910251
Return of the Silver Tongue, Ep. 10	PA0001910251
Return of the Silver Tongue, Ep. 15	PA0001910251
Return of the Silver Tongue, Ep. 20	PA0001910251
Return of the Silver Tongue, Ep. 25	PA0001910251
Ruse of Engagement, Ep. 1	PA0001901753
Ruse of Engagement, Ep. 5	PA0001901753
Ruse of Engagement, Ep. 9	PA0001901753
Ruse of Engagement, Ep 15	PA0001901753
Ruse of Engagement, Ep. 20	PA0001901753
Ruse of Engagement, Ep. 24	PA0001901753
Season of Love, Ep. 1	PA0001840377
Season of Love, Ep. 5	PA0001840377
Season of Love, Ep. 10	PA0001840377

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
Season of Love, Ep. 15	PA0001840377
Season of Love, Ep. 20	PA0001840377
Sergeant Tabloid, Ep. 1	PA0001827198
Sergeant Tabloid, Ep. 6	PA0001827198
Sergeant Tabloid, Ep. 11	PA0001827198
Sergeant Tabloid, Ep. 15	PA0001827198
Sergeant Tabloid, Ep. 20	PA0001827198
Silver Spoon, Sterling Shackles, Ep. 1	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 4	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 8	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 13	PA0001840638
Silver Spoon, Sterling Shackles, Ep 18	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 22	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 27	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 33	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 40	PA0001840638
Slow Boat Home, Ep. 1	PA0001857765
Slow Boat Home, Ep. 6	PA0001857765
Slow Boat Home, Ep. 11	PA0001857765
Slow Boat Home, Ep. 15	PA0001857765
Slow Boat Home, Ep. 19	PA0001857765
Slow Boat Home, Ep. 23	PA0001857765
Slow Boat Home, Ep. 25	PA0001857765
Sniper Standoff, Ep. 1	PA0001881211
Sniper Standoff, Ep. 5	PA0001881211
Sniper Standoff, Ep. 10	PA0001881211
Sniper Standoff, Ep. 15	PA0001881211
Sniper Standoff, Ep. 20	PA0001881211
Sniper Standoff, Ep. 22	PA0001881211
Sniper Standoff, Ep. 25	PA0001881211
Storm in a Cocoon, Ep. 1	PA0001901640

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
Storm in a Cocoon, Ep. 6	PA0001901640
Storm in a Cocoon, Ep. 10	PA0001901640
Storm in a Cocoon, Ep. 15	PA0001901640
Storm in a Cocoon, Ep. 19	PA0001901640
Storm in a Cocoon, Ep. 24	PA0001901640
Storm in a Cocoon, Ep. 29	PA0001901640
Storm in a Cocoon, Ep. 31	PA0001901640
Sweetness in the Salt, Ep. 1	PA0001660153
Sweetness in the Salt, Ep. 9	PA0001660153
Sweetness in the Salt, Ep. 13	PA0001660153
Sweetness in the Salt, Ep. 17	PA0001660153
Sweetness in the Salt, Ep. 21	PA0001727287
Sweetness in the Salt, Ep. 23	PA0001727287
Sweetness in the Salt, Ep. 25	PA0001727287
Swipe Tap Love, Ep. 1	PA0001900069
Swipe Tap Love, Ep. 5	PA0001900069
Swipe Tap Love, Ep. 10	PA0001900069
Swipe Tap Love, Ep. 14	PA0001900069
Swipe Tap Love, Ep. 20	PA0001900069
The Confidant, Ep. 1	PA0001840635
The Confidant, Ep. 6	PA0001840635
The Confidant, Ep. 11	PA0001840635
The Confidant, Ep. 17	PA0001840635
The Confidant, Ep. 22	PA0001840635
The Confidant, Ep. 28	PA0001840635
The Confidant, Ep. 33	PA0001840635
The Day of Days, Ep. 1	PA0001839833
The Day of Days, Ep. 5	PA0001839833
The Day of Days, Ep. 10	PA0001839833
The Day of Days, Ep. 15	PA0001839833
The Day of Days, Ep. 20	PA0001839833

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
The Four, Ep. 1	PA0001638548
The Four, Ep. 5	PA0001638548
The Four, Ep. 10	PA0001638548
The Four, Ep. 12	PA0001638548
The Four, Ep. 15	PA0001638548
The Four, Ep. 20	PA0001638548
The Four, Ep. 24	PA0001638550
The Four, Ep. 25	PA0001638550
The Greatness of A Hero, Ep. 1	PA0001660075
The Greatness of A Hero, Ep. 5	PA0001660075
The Greatness of A Hero, Ep. 10	PA0001660075
The Greatness of A Hero, Ep. 14	PA0001660075
The Greatness of A Hero, Ep. 20	PA0001660075
The Hippocratic Crush, Ep. 1	PA0001857863
The Hippocratic Crush, Ep. 6	PA0001857863
The Hippocratic Crush, Ep. 11	PA0001857863
The Hippocratic Crush, Ep. 16	PA0001857863
The Hippocratic Crush, Ep. 21	PA0001857863
The Hippocratic Crush, ep. 25	PA0001857863
The Hippocratic Crush II, Ep. 1	PA0001883626
The Hippocratic Crush II, Ep. 6	PA0001883626
The Hippocratic Crush II, Ep. 11	PA0001883626
The Hippocratic Crush II, Ep. 16	PA0001883626
The Hippocratic Crush II, Ep. 21	PA0001883626
The Hippocratic Crush II, Ep. 25	PA0001883626
The Hippocratic Crush II, Ep. 30	PA0001883626
The Last Steep Ascent, Ep. 1	PA0001827043
The Last Steep Ascent, Ep. 5	PA0001827043
The Last Steep Ascent, Ep. 12	PA0001827043
The Last Steep Ascent, Ep. 17	PA0001827043
The Last Steep Ascent, Ep. 20	PA0001827043

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
The Last Steep Ascent, Ep. 24	PA0001827043
The Master of Tai Chi, Ep. 1	PA0001619042
The Master of Tai Chi, Ep. 8	PA0001619042
The Master of Tai Chi, Ep. 16	PA0001619042
The Master of Tai Chi, Ep. 17	PA0001619042
The Master of Tai Chi, Ep. 23	PA0001619041
The Ultimate Addiction, Ep. 1	PA0001916638
The Ultimate Addiction, Ep. 6	PA0001916638
The Ultimate Addiction, Ep. 11	PA0001916638
The Ultimate Addiction, Ep. 15	PA0001916638
The Ultimate Addiction, Ep. 17	PA0001916638
The Ultimate Addiction, Ep. 22	PA0001916638
The Ultimate Addiction, Ep. 26	PA0001916638
The Ultimate Addiction, Ep. 30	PA0001916638
Three Kingdoms RPG, Ep. 1	PA0001827052
Three Kingdoms RPG, Ep. 5	PA0001827052
Three Kingdoms RPG, Ep. 9	PA0001827052
Three Kingdoms RPG, Ep. 13	PA0001827052
Three Kingdoms RPG, Ep. 18	PA0001827052
Three Kingdoms RPG, Ep. 21	PA0001827052
Three Kingdoms RPG, Ep. 24	PA0001827052
Tiger Cubs, Ep. 1	PA0001827044
Tiger Cubs, Ep. 5	PA0001827044
Tiger Cubs, Ep. 9	PA0001827044
Tiger Cubs, Ep. 13	PA0001827044
Triumph in The Skies II, Ep. 1	PA0001877655
Triumph in The Skies II, Ep. 7	PA0001877655
Triumph in The Skies II, Ep. 13	PA0001877655
Triumph in The Skies II, Ep. 19	PA0001877655
Triumph in The Skies II, Ep. 24	PA0001877655
Triumph in The Skies II, Ep. 29	PA0001877655

TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
Triumph in The Skies II, Ep. 33	PA0001877655
Triumph in The Skies II, Ep. 39	PA0001877655
Triumph in The Skies II, Ep. 41	PA0001877655
Twin of Brothers, Ep. 1	PA0001242731
Twin of Brothers, Ep. 5	PA0001242731
Twin of Brothers, Ep. 10	PA0001242731
Twin of Brothers, Ep. 13	PA0001242731
Twin of Brothers, Ep. 18	PA0001242731
Twin of Brothers, Ep. 23	PA0001242730
Twin of Brothers, Ep. 25	PA0001242730
Twin of Brothers, Ep. 30	PA0001242730
Twin of Brothers, Ep. 35	PA0001242730
Twin of Brothers, Ep. 41	PA0001242739
Twin of Brothers, Ep. 42	PA0001242739
Whatever It Takes, Ep. 1	PA0001102787
Whatever It Takes, Ep. 7	PA0001102787
Whatever It Takes, Ep. 8	PA0001102787
Whatever It Takes, Ep. 14	PA0001102787
Whatever It Takes, Ep. 17	PA0001102787
Whatever It Takes, Ep. 20	PA0001102787
Will Power, Ep.1	PA0001884284
Will Power, Ep. 5	PA0001884284
Will Power, Ep. 11	PA0001884284
Will Power, Ep. 16	PA0001884284
Will Power, Ep. 21	PA0001884284
Will Power, Ep. 26	PA0001884284
Will Power, Ep. 31	PA0001884284
Witness Insecurity, Ep. 1	PA0001827051
Witness Insecurity, Ep. 5	PA0001827051
Witness Insecurity, Ep. 10	PA0001827051
Witness Insecurity, Ep. 14	PA0001827051

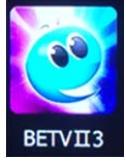
TITLE OF WORK AND EPISODE NUMBER	COPYRIGHT REGISTRATION NUMBER
Witness Insecurity, Ep. 19	PA0001827051
Witness to a Prosecution, Ep. 1	PA0000980415
Witness to a Prosecution, Ep. 8	PA0000980415
Witness to a Prosecution, Ep. 15	PA0000980415
Witness to a Prosecution, Ep. 16	PA0000980415
Witness to a Prosecution, Ep. 22	PA0000980415

Registered CCTV Programs		
Title of Work and Episode Number	Date Broadcast	Copyright Registration Number
Across the Strait, Ep. 265	September 22, 2014	PAu 3-751-289
Across the Strait, Ep. 266	September 23, 2014	PAu 3-751-289
Across the Strait, Ep. 267	September 24, 2014	PAu 3-751-289
Across the Strait, Ep. 268	September 25, 2014	PAu 3-751-289
Across the Strait, Ep. 270	September 27, 2014	PAu 3-751-289
Across the Strait, Ep. 271	September 28, 2014	PAu 3-751-289
Across the Strait, Ep. 277	October 4, 2014	PAu 3-751-289
Across the Strait, Ep. 278	October 5, 2014	PAu 3-751-289
Around China, Ep. 265	September 22, 2014	PAu 3-751-288
Around China, Ep. 266	September 23, 2014	PAu 3-751-288
Around China, Ep. 267	September 24, 2014	PAu 3-751-288
Around China, Ep. 268	September 25, 2014	PAu 3-751-288
Around China, Ep. 270	September 27, 2014	PAu 3-751-288
Around China, Ep. 271	September 28, 2014	PAu 3-751-288
Around China, Ep. 277	October 4, 2014	PAu 3-751-288
Around China, Ep. 278	October 5, 2014	PAu 3-751-288
Art Life, Ep. 37	September 25, 2014	PAu 3-751-290
Art Life, Ep. 38	October 3, 2014	PAu 3-751-290
Echo Clear, Ep. 38	September 26, 2014	PAu 3-751-295
Echo Clear, Ep. 39	October 3, 2014	PAu 3-751-295
Echo Clear, Ep. 41	October 5, 2014	PAu 3-751-295
Fashion Infinite, Ep. 39	September 28, 2014	PAu 3-751-281
Fashion Infinite, Ep. 40	October 5, 2014	PAu 3-751-281
I want to go to the Spring Festival gala, Ep. 35	September 28, 2014	PAu 3-751-285
I want to go to the Spring Festival gala, Ep. 36	October 5, 2014	PAu 3-751-285
Star Walk, Ep. 31	September 25, 2014	PAu 3-751-292
Star Walk, Special 3	October 3, 2014	PAu 3-751-292
Star Walk, Special 4	October 4, 2014	PAu 3-751-292
To a happy departure, Ep. 37	September 22, 2014	PAu 3-746-792
Variety Festival, Ep. 36	September 23, 2014	PAu 3-751-293

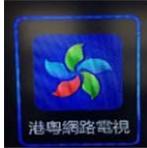
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EXHIBIT C

Exhibit █ – Infringing TVpad Apps

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
BETV PLUS 		CCTV 1 (live & replay live), CCTV 2 (live), CCTV 3 (live & replay live), CCTV 4 (live & replay live), CCTV6 (live & replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live & replay live), CCTV14 (live & replay live)
BETV_HD 	CCTV 1 HD (live), CCTV 5 HD (live)	
BETV II 	CCTV 1 (live & replay live), CCTV 2 (live), CCTV 3 (live & replay live), CCTV 4 (live & replay live), CCTV 5 (live & replay live), CCTV 5+ (live), CCTV6 (live & replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live & replay live), CCTV14 (live & replay live), CCTV 风云足球 (CCTV fengyun soccer) (live)	

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
BETV 	CCTV 1, CCTV 2, CCTV 3, CCTV 4, CCTV 5+, CCTV6, CCTV 10, CCTV 11, CCTV12, CCTV13, CCTV14, CCTV风云足球 (CCTV fengyun soccer) (all live)	
粵海時移 (Yue Hai Shi Yi) 	JADE HD, JADE (both time-shifted by 12 hours)	JADE HD, JADE (both time-shifted by 12 hours)
粵海寬頻 (Yue Hai Kuan Pin) 	JADE HD, JADE HD, J2, JADE, PEARL, iNews (all live)	
粵海寬頻2 (Yue Hai Kuan Pin 2) 	JADE HD, JADE, J2 (Live and replay live) PEARL, iNews (live)	

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
港粵網絡電視 (Gang Yue Wang Luo Dian Shi) 	JADE HD, JADE, J2 (live and replay live); PEARL, iNews (live) TVB programs on demand	JADE HD, JADE, J2, PEARL (live and replay live); iNews (live) TVB programs on demand
粵海直播 (Yue Hai Zhi Bo) 	iNews, J2, PEARL, JADE, JADE HD (live)	
516TV 	TVBS (live)	
516網路電視 (516 Online TV) 	CCTV4 (live) TVBS (live)	CCTV4 (live) TVBS (live) TVBS News (live)

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
HITV 	JADE HD, J2, JADE, PEARL, iNews (live)	
体育online (Sport Online) 	CCTV 1, CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer) (all live)	CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer), CCTV 高尔夫. 网球 (CCTV Golf/ Tennis) (all live)
港粤快看 (Gang Yue Kuai Kan) 	TVB programs on demand	
港台武侠(Gang Tai Wu Xia) 	TVB programs on demand	TVB programs on demand

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EXHIBIT D

EXHIBIT █

Hosting Provider	Observed Server Location(s)	IP address or Domain Name	Type of Content Delivered
LIVE TV MODE VIDEO STREAMING SERVERS			
Enzu	Los Angeles, California	104.151.28.194	Streaming Video
Clouddos Technology	Los Angeles, California	104.171.230.30	Streaming Video
Enzu	Los Angeles, California	23.89.39.194	Streaming Video
Clouddos Technology	San Jose, California	168.235.240.149	Streaming Video
ClearDDoS Technologies	Los Angeles, California	104.193.92.111	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.77	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.41	Streaming Video
ClearDDoS Technologies	Los Angeles, California	104.193.92.60	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.60	Streaming Video
Esited	Los Angeles, California	104.171.230.23	Streaming Video
Esited	Los Angeles, California	104.171.230.16	Streaming Video
Clouddos Technology	San Jose, California	168.235.240.65	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.10	Streaming Video
ClearDDoS Technologies	Los Angeles, California	23.234.41.9	Streaming Video
Krypt Technologies	Los Angeles, California	98.126.14.26	Streaming Video
TIME-SHIFTED MODE VIDEO STREAMING SERVERS			
Clouddos Technology	Los Angeles, California	104.171.230.30	Streaming Video
Clouddos Technology	San Jose, California	168.235.240.149	Streaming Video
Los Angeles, California	Los Angeles, California	104.193.92.111	Streaming Video
Esited	Los Angeles, California	192.225.233.202	Streaming Video
Enzu	Los Angeles, California	104.151.28.194	Streaming Video
Enzu	Los Angeles, California	199.48.69.146	Streaming Video
Enzu	Los Angeles, California	23.89.39.194	Streaming Video
REPLAY LIVE MODE VIDEO STREAMING SERVERS			
Clouddos Technology	San Jose, California	168.235.241.70	Streaming Video
Clouddos Technology	San Jose, California	104.171.230.72	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.77	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.215	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.60	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.70	Streaming Video
Clouddos Technology	San Jose, California	104.171.230.72	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.77	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.215	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.215	Streaming Video
Krypt Technologies	Los Angeles, California	67.198.192.3	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.77	Streaming Video
Clouddos Technology	San Jose, California	104.171.230.72	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.60	Streaming Video

Krypt Technologies	Los Angeles, California	98.126.14.26	Streaming Video
VOD MODE VIDEO STREAMING SERVERS			
Clouddos Technology	Los Angeles, California	104.171.230.72	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.215	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.60	Streaming Video
Krypt Technologies	Los Angeles, California	98.126.14.26	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.77	Streaming Video
Leaseweb	Manassas, Virginia	162.210.198.179	Streaming Video
Krypt Technologies	Los Angeles, California	67.198.192.3	Streaming Video
Krypt Technologies	Los Angeles, California	67.198.192.3	Streaming Video
TVPAD DNS LOOKUP SERVERS			
Hostspace Networks Unicom	Los Angeles, California China	xz.boxepg.com	DNS Lookup TVpad Operational Content
Sharktech ClearDDoS Technologies	Los Angeles, California Las Angeles, California	xzsec.boxepg.com	DNS Lookup TVpad Operational Content
ClearDDoS Technologies ClearDDoS Technologies	Newark, Delaware Los Angeles, California	xzsec.padepg.com	DNS Lookup TVpad Operational Content
Sharktech ClearDDoS Technologies	Los Angeles, California Los Angeles, California	xzsec.listebox.com	DNS Lookup TVpad Operational Content
TVPAD AUTHENTICATION SERVERS			
ClearDDoS Technologies	Los Angeles, California	stbepg.wsxlist.com	TVpad Authorization
ClearDDoS Technologies ClearDDoS Technologies	Hong Kong Los Angeles, California	stbepg.bmsftr.com	TVpad Authorization
TVPAD STORE SERVERS			
ClearDDoS Technologies ClearDDoS Technologies	Newark, Delaware Los Angeles, California	bi.wsxlist.com	TVpad Store Menus/Graphics
Dashashack CloudDDOS	Kansas City, Missouri San Jose, California	cmsres.wsxlist.com	TVpad Store Menus/Graphics Infringing Apps
ClearDDoS Technologies	Los Angeles, California	bi4.wsxlist.com	TVpad 4 Store Menus/Graphics
TVPAD OPERATIONAL SERVERS			
Sharktech Hostspace Networks	Los Angeles, California	epg.qaxlist.com	TVpad Operational Content
ClearDDoS Technologies CloudDDOS	Hong Kong San Jose, California	sepg.qaxlist.com	TVpad Operational Content Infringing Apps' Program Guides
ClearDDoS Technologies	Newark, Delaware	hsp2p.sinohao.com	TVpad Operational Content
ClearDDoS Technologies ClearDDoS Technologies	Newark, Delaware Los Angeles, California	jqknb.khjdaq.com	TVpad Operational Content
Hostspace Networks	Los Angeles, California	zmrt.kda8ifdi.com	TVpad Operational Content
Hostspace Networks	Los Angeles, California	zbuy.kda8ifdi.com	TVpad Operational Content
Hostspace Networks China Telecom	Los Angeles, California China	rtx.apljndc.net	TVpad Operational Content

Nobis Technology Nobis Technology	Los Angeles, California Phoenix, Arizona	tvepg.iyqwc.com	TVpad Operational Content
Enzu	Los Angeles, California	btvstb.xqlzoy.com	TVpad4 Operational Content
Protected by Cloudflare	Location unknown	ngdvc.gvplayer.com	TVpad4 Operational Content
Sharktech	Los Angeles, California	vnpcc.gvppp.com	TVpad4 Operational Content
Chinanet	China	ysxup.gvppp.com	TVpad4 Operational Content
ClearDDoS Technologies	Los Angeles, California	apspu.gvppp.com	TVpad4 Operational Content
Hostspace	Los Angeles, California	hkok.rfvlist.com	TVpad4 Operational Content
Hostspace	Los Angeles, California	public.gvppp.com	TVpad4 Operational Content
Sharktech CloudDDOS	Los Angeles, California San Jose, California	canpic.vdese.com	VOD Thumbnail graphics

Exhibit 2

Exhibit 2

Network	IP Address	Date Accessed	Function
ZeroDDOS	104.167.81.52	October 9, 2015	Streaming Video
ZeroDDOS	167.88.195.51	October 9, 2015	Streaming Video
ZeroDDOS	167.88.196.51	September 3, 2015	TVpad Operational Content
ZeroDDOS	104.201.61.3	September 3, 2015	Streaming Video
ZeroDDOS	167.88.205.116	September 3, 2015	Streaming Video
ZeroDDOS	104.167.81.51	September 3, 2015	Streaming Video
ZERO DDOS LLC	104.167.81.52	June 26, 2015	Streaming Video
ZERO DDOS LLC	167.88.195.51	June 26, 2015	Streaming Video
ZERO DDOS LLC	104.167.81.52	June 25, 2015	Streaming Video
ZERO DDOS LLC	104.167.81.52	June 25, 2015	Streaming Video
ClearDDoS Technologies	104.193.92.29	October 9, 2015	TVpad Authorization
ClearDDoS Technologies	23.234.41.173	October 9, 2015	Streaming Video
ClearDDoS Technologies	104.193.92.42	October 9, 2015	Streaming Video
ClearDDoS Technologies	104.193.92.129	October 9, 2015	Streaming Video
ClearDDoS Technologies	104.193.92.139	October 9, 2015	Streaming Video
ClearDDoS Technologies	103.240.140.142	September 3, 2015	DNS Lookup TVpad Operational Content
ClearDDoS Technologies	104.193.92.29	September 3, 2015	TVpad Store Menus/ Graphics Infringing Apps
ClearDDoS Technologies	162.221.15.79	September 3, 2015	TVpad Operational Content
ClearDDoS	162.221.15.79	September 3, 2015	TVpad Operational

Technologies			Content
ClearDDoS Technologies	162.221.15.79	September 3, 2015	TVpad Operational Content
ClearDDoS Technologies	162.221.15.79	September 3, 2015	TVpad Operational Content
ClearDDoS Technologies	162.221.15.79	September 3, 2015	TVpad Operational Content
ClearDDoS Technologies	162.221.15.79	September 3, 2015	TVpad Operational Content
ClearDDoS Technologies	162.221.12.143	September 3, 2015	TVpad Operational Content
ClearDDoS Technologies	104.193.92.42	September 3, 2015	Streaming Video
ClearDDoS Technologies	162.221.13.98	September 3, 2015	Streaming Video
ClearDDoS Technologies	162.221.15.179	June 26, 2015	TVpad 3 Operational Content
ClearDDoS Technologies	103.240.140.142	June 24, 2015	DNS Lookup TVpad Operational Content
ClearDDoS Technologies	104.193.92.29	June 24, 2015	TVpad Authorization
ClearDDoS Technologies	104.193.92.8	June 24, 2015	TVpad Store Menus/ Graphics Infringing Apps
ClearDDoS Technologies	162.221.12.143	June 24, 2015	TVpad4 Operational Content
ClearDDoS Technologies	162.221.13.44	June 24, 2015	TVpad4 Operational Content

ClearDDoS Technologies	104.193.92.29	January 30, 2015	TVpad Authorization
ClearDDoS Technologies	103.240.140.149	January 30, 2015	TVpad4 Store Menus/Graphics
ClearDDoS Technologies	162.221.13.44	January 30, 2015	TVpad4 Operational Content
Clearddos Technologies	104.193.92.111	January 30, 2015	Streaming Video
Clearddos Technologies	162.221.12.41	January 30, 2015	Streaming Video
Clearddos Technologies	104.193.92.60	January 30, 2015	Streaming Video
Clearddos Technologies	23.234.41.9	January 30, 2015	Streaming Video
Clearddos Technologies	162.221.12.215	January 30, 2015	Streaming Video
Clearddos Technologies	162.221.12.215	January 30, 2015	Streaming Video
ClearDDoS Technologies	104.193.92.111	January 23, 2015	Streaming Video
Clearddos Technologies	162.221.12.215	January 23, 2015	Streaming Video
Clearddos Technologies	162.221.12.215	January 23, 2015	Streaming Video
ClearDDoS Technologies	23.234.42.66	November 25, 2014	TVpad Store Menus/Graphics
ClearDDOS	104.193.92.62	June 25, 2015	Streaming Video
Esited	104.171.230.23	January 30, 2015	Streaming Video
Esited	104.171.230.16	January 30, 2015	Streaming Video
Esited	192.225.233.202	January 23, 2015	Streaming Video

Exhibit 2

Network	IP Address	Date Accessed	Function
ZeroDDOS	104.167.81.52	October 9, 2015	Streaming Video
ZeroDDOS	167.88.195.51	October 9, 2015	Streaming Video
ZeroDDOS	167.88.196.51	September 3, 2015	TVpad Operational Content
ZeroDDOS	104.201.61.3	September 3, 2015	Streaming Video
ZeroDDOS	167.88.205.116	September 3, 2015	Streaming Video
ZeroDDOS	104.167.81.51	September 3, 2015	Streaming Video
ZERO DDOS LLC	104.167.81.52	June 26, 2015	Streaming Video
ZERO DDOS LLC	167.88.195.51	June 26, 2015	Streaming Video
ZERO DDOS LLC	104.167.81.52	June 25, 2015	Streaming Video
ZERO DDOS LLC	104.167.81.52	June 25, 2015	Streaming Video
ClearDDoS Technologies	104.193.92.29	October 9, 2015	TVpad Authorization
ClearDDoS Technologies	23.234.41.173	October 9, 2015	Streaming Video
ClearDDoS Technologies	104.193.92.42	October 9, 2015	Streaming Video
ClearDDoS Technologies	104.193.92.129	October 9, 2015	Streaming Video
ClearDDoS Technologies	104.193.92.139	October 9, 2015	Streaming Video
ClearDDoS Technologies	103.240.140.142	September 3, 2015	DNS Lookup TVpad Operational Content
ClearDDoS Technologies	104.193.92.29	September 3, 2015	TVpad Store Menus/ Graphics Infringing Apps
ClearDDoS Technologies	162.221.15.79	September 3, 2015	TVpad Operational Content
ClearDDoS	162.221.15.79	September 3, 2015	TVpad Operational

Technologies			Content
ClearDDoS Technologies	162.221.15.79	September 3, 2015	TVpad Operational Content
ClearDDoS Technologies	162.221.15.79	September 3, 2015	TVpad Operational Content
ClearDDoS Technologies	162.221.15.79	September 3, 2015	TVpad Operational Content
ClearDDoS Technologies	162.221.15.79	September 3, 2015	TVpad Operational Content
ClearDDoS Technologies	162.221.12.143	September 3, 2015	TVpad Operational Content
ClearDDoS Technologies	104.193.92.42	September 3, 2015	Streaming Video
ClearDDoS Technologies	162.221.13.98	September 3, 2015	Streaming Video
ClearDDoS Technologies	162.221.15.179	June 26, 2015	TVpad 3 Operational Content
ClearDDoS Technologies	103.240.140.142	June 24, 2015	DNS Lookup TVpad Operational Content
ClearDDoS Technologies	104.193.92.29	June 24, 2015	TVpad Authorization
ClearDDoS Technologies	104.193.92.8	June 24, 2015	TVpad Store Menus/ Graphics Infringing Apps
ClearDDoS Technologies	162.221.12.143	June 24, 2015	TVpad4 Operational Content
ClearDDoS Technologies	162.221.13.44	June 24, 2015	TVpad4 Operational Content

ClearDDoS Technologies	104.193.92.29	January 30, 2015	TVpad Authorization
ClearDDoS Technologies	103.240.140.149	January 30, 2015	TVpad4 Store Menus/Graphics
ClearDDoS Technologies	162.221.13.44	January 30, 2015	TVpad4 Operational Content
Clearddos Technologies	104.193.92.111	January 30, 2015	Streaming Video
Clearddos Technologies	162.221.12.41	January 30, 2015	Streaming Video
Clearddos Technologies	104.193.92.60	January 30, 2015	Streaming Video
Clearddos Technologies	23.234.41.9	January 30, 2015	Streaming Video
Clearddos Technologies	162.221.12.215	January 30, 2015	Streaming Video
Clearddos Technologies	162.221.12.215	January 30, 2015	Streaming Video
ClearDDoS Technologies	104.193.92.111	January 23, 2015	Streaming Video
Clearddos Technologies	162.221.12.215	January 23, 2015	Streaming Video
Clearddos Technologies	162.221.12.215	January 23, 2015	Streaming Video
ClearDDoS Technologies	23.234.42.66	November 25, 2014	TVpad Store Menus/Graphics
ClearDDOS	104.193.92.62	June 25, 2015	Streaming Video
Esited	104.171.230.23	January 30, 2015	Streaming Video
Esited	104.171.230.16	January 30, 2015	Streaming Video
Esited	192.225.233.202	January 23, 2015	Streaming Video